

A G E N D A
OCONEE COUNTY COUNCIL MEETING
TUESDAY, August 21, 2001
3:00 PM
OCONEE COUNTY ADMINISTRATIVE OFFICES
415 SOUTH PINE STREET
WALHALLA, SC

1. Call to Order
2. Invocation
3. Approval of Minutes
4. Approval of Resolution 2001-28, "A RESOLUTION IDENTIFYING A PROJECT IN ORDER TO SATISFY THE REQUIREMENTS OF SOUTH CAROLINA FEE IN LIEU TAXES LEGISLATION SO AS TO ALLOW INVESTMENT EXPENDITURES SUBJECT TO A FEE-IN-LIEU OF TAXES ARRANGEMENT WITH OCONEE COUNTY" – Mr. Edward G. Kluiters, HAYNSWORTH, SINKLER, BOYD, P.A.
5. Discussion Regarding the Need for Additional Funding for Anderson-Oconee Pickens Mental Health – Dr. Eula Pace
6. Consideration of Approval of:
 - Recommendation for Property Exchange Between Oconee County & Blue Ridge Orthopedics at Seneca Pump Station
 - Recommendation to Retain Additional Legal Counsel for the Sewer Commission
7. Consideration of Approval of Swanson Community Services for Inmates – Captain Terry Wilson
8. Consideration of Approval of Local Law Enforcement Block Grant Application in the Amount of \$43,146, Local Match of \$4,794 – Mr. Steve Pruitt, Chief Deputy
9. Consideration of Approval of FY 2002 Hazardous Materials Emergency Planning Grant Application – Mr. Henry Gordon, Emergency Preparedness Director
10. Consideration of Approval of Used Oil Grant Application in the Amount of \$25,650 – Mrs. Melissa Brown, Budget/Grants Supervisor
11. Third & Final Reading of Ordinance 2001-07, "AN ORDINANCE REORGANIZING THE OCONEE COUNTY RURAL FIRE COMMISSION AND REPLACING ORDINANCE 80-8"

12. Consideration of Approval of Purchase of Computer Fire Program for Rural Fire – Mr. Travis Collins, Rural Fire & Mr. Carl Hayden, Information Technology Director
13. Consideration of Bids for Scales for Rock Crusher – Mr. Tommy Crumpton, Director & Ms. Marianne Dillard, Procurement Director
14. Consideration of Bids for Communications Tower – Mr. John Murray, Emergency Communications Director & Ms. Marianne Dillard, Procurement Director
15. Second Reading of Ordinance 2001-08, "AN ORDINANCE TO REGULATE SOLICITATION ON HIGHWAY RIGHT OF WAY AND MEDIANS"
16. Second Reading of Ordinance 2001-10, "AN ORDINANCE TO CREATE THE OCONEE COUNTY EMERGENCY MANAGEMENT COMMISSION AND REPEAL ORDINANCE 80-9"
17. First Reading of Ordinance 2001-11, "AN ORDINANCE TO AMEND ORDINANCE 97-14, OCONEE COUNTY PERSONNEL POLICIES & PROCEDURES MANUAL"
18. Old Business
19. New Business
20. Public Comment Session (Not to exceed thirty minutes)
21. Adjourn

The Oconee County Council will have an administrative briefing thirty minutes prior to each regularly scheduled Council Meeting in the Office of the Council Clerk

The Oconee County Law Enforcement, Safety, Health, Welfare & Services Committee will meet Tuesday, August 21, 2001 at 1:30 PM in Council Chambers, 415 South Pine Street, Walhalla, SC for the purpose of discussing the purchase of a computer fire program for Rural Fire.

The Oconee County Personnel & Intergovernmental Committee will meet Tuesday, August 21, 2001 at 2:00 PM for the purpose of discussing several personnel related issues.

AGENDA

Tuesday, August 21, 2001

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The Governmental Task Force will meet Tuesday, August 28, 2001 at 1:00 PM in Council Chambers, 415 South Pine Street, Walhalla, SC.

The Oconee County ATAX Committee will meet Wednesday, August 29, 2001 at 1:00 PM in Council Chambers, 415 South Pine Street, Walhalla, SC.

MEMBERS, OCONEE COUNTY COUNCIL

Mr. Tim O. Hall, III, District I Mr. Kenneth E. Johns, Jr., District II
Mr. Harry R. Hamilton, District III Mr. Marion E. Lyles, District IV
Mr. H. Frank Ables, Jr., District V

MINUTES, OCONEE COUNTY COUNCIL MEETING

The Oconee County Council met Tuesday, August 21, 2001 at 3:00 PM in Council Chambers, 415 South Pine Street, Walhalla, SC with all Council Members and the County Attorney present.

Press:

Members of the press notified (by mail): Keowee Courier, Westminster News, Anderson Independent, WGOG Radio, WPEK Radio & Daily Journal.

Members of the press present: Dick Mangrum - WGOG & Amanda Rylander.

Call to Order:

The meeting was called to order by Supervisor-Chair Hughes.

Invocation:

Mr. Hall gave the invocation.

Minutes:

Mr. Hamilton made a motion, seconded by Mr. Johns that the minutes of the August 7, 2001 meeting be adopted.

Mr. Hall made a motion, seconded by Mr. Ables, approved 5 - 0 that the minutes be amended to read that the field at the airport will be named the Marion E. Lyles Field rather than the airport being named the Marion E. Lyles Airport.

The minutes, as amended, were then adopted 5 - 0.

Resolution 2001-28:

Upon request of Mr. Edward G. Kluiters of Haynsworth, Smiler, Boyd, P.A., Mr. Hall made a motion, seconded by Mr. Hamilton, approved 5 – 0 that Resolution 2001-28, "A RESOLUTION IDENTIFYING A PROJECT IN ORDER TO SATISFY THE REQUIREMENTS OF SOUTH CAROLINA FEE IN LIEU OF TAXES LEGISLATION SO AS TO ALLOW INVESTMENT EXPENDITURES SUBJECT TO A FEE-IN-LIEU OF TAXES AGREEMENT WITH OCONEE COUNTY" be adopted on first and final reading.

Additional Funding for Mental Health:

Dr. Eula Pate, Anderson-Oconee-Pickens Mental Health addressed Council regarding additional funding in the amount of \$15,000. After a brief discussion Mrs. Hughes assigned this request to the Budget & Finance Committee.

Sewer Commission:

Upon recommendation of Mr. Lamar Bailes, Finance Chairman, Sewer Commission, Mr. Johns made a motion, seconded by Mr. Hamilton, approved 5 – 0 that the proposed land exchange between Oconee County and Blue Ridge Orthopedics be adopted. (See attached letter of description)

Further, upon recommendation of Mr. Bailes, Mr. Johns made a motion, seconded by Mr. Hall, approved 5 – 0 that additional legal counsel (under the supervision of the county attorney) be retained for the Sewer Commission. (See attached request)

Law Enforcement Center:

Upon request of Captain Terry Wilson, Mr. Ables made a motion, seconded by Mr. Hamilton, approved 5 – 0 that the bid procedure be waived as per Section B: Formal Bid Process, Subsection 4: When in the Purchasing Agent's judgment, and with the concurrence of County Council, it is to the advantage of the County's interest to do so, and Swanson Commissary Services be utilized for inmates. (See attachment)

Sheriff's Department:

Upon recommendation of Steve Pruitt, Chief Deputy, Mr. Lyles made a motion, seconded by Mr. Hamilton, approved 5 – 0 that the 2001 Local Law Enforcement Block Grant Application be adopted in the amount of \$43,146 with a local match of \$4,974 which is in the Sheriff's Department Budget.

Emergency Preparedness:

Upon recommendation of Henry Gordon, Emergency Preparedness Director, Mr. Ables made a motion, seconded by Mr. Lyles, approved 5 - 0 that the attached FY 2002 Hazardous Materials Emergency Planning & Training Grant Application Package be adopted.

Solid Waste:

Upon recommendation of Mrs. Phyllis Lombard, Finance Director, Mr. Ables made a motion, seconded by Mr. Lyles, approved 5 - 0 that the attached FY 2002 Used Oil Grant Agreement in the amount of \$25,650 be adopted.

Ordinance 2001-07:

Third & Final Reading of Ordinance 2001-07, "AN ORDINANCE REORGANIZING THE OCONEE COUNTY RURAL FIRE COMMISSION AND REPLACING ORDINANCE 80-8" was delayed until the next Council Meeting.

Water Authority:

Mr. Howard Moore, Planning Commission addressed Council regarding the need for Oconee County to establish a water authority. Mr. Moore informed Council the county can establish a water authority under Act 544, dated May 14, 1955. The purpose of the water authority will be to acquire supplies of fresh water, capable of being used for industrial and domestic purposes, and distribute such water for industrial and domestic use within the service area.

Mr. Moore suggested the membership of the water authority consist of five members - one from Walhalla, one from Westminster, one from Seneca, one north of Southern Railway and one south of Southern Railway and the original members be appointed to staggered terms.

After some discussion, Council asked the County Attorney to review whether federal statutes are being violated in the agreement between Duke Power Company and the State of South Carolina in allowing Greenville to take water from the Savannah River Basin.

After further discussion, Mr. Hall made a motion, seconded by Mr. Ables, approved 5 - 0 that the Planning Commission begin looking into this matter immediately and that all the municipalities be involved in this matter.

Rural Fire (Contingency):

Upon recommendation of the Law Enforcement, Safety, Health, Welfare & Services Committee Council voted unanimously to take \$26,030 from contingency for the purchase a computer fire program for Rural Fire and fourteen stations. (See attached information)

Rock Crusher:

Upon recommendation of Mr. Tommy Crumpton, Rock Crusher Director & Ms. Marianne Dillard, Procurement Director, Mr. Ables made a motion, seconded by Mr. Lyles, approved 5 – 0 that the bid for scales at the Rock Crusher be awarded to Palmetto Scale Service who was low bid at a cost of \$58,142.72. (See attached bid sheet)

Ordinance 2001-08:

Mr. Hamilton made a motion, seconded by Mr. Ables, approved 5 – 0 that Ordinance 2001-08, "AN ORDINANCE TO REGULATE SOLICITATION ON HIGHWAY RIGHT OF WAYS AND MEDIANS" be amended to include that the Sheriff's Department first issue a warning before issuing a citation to someone violating this ordinance.

Mr. Johns made a motion, seconded by Mr. Hamilton, approved 5 – 0 that Ordinance 2001-08, (titled above) as amended, be adopted on second reading.

Ordinance 2001-10:

Mr. Johns made a motion, seconded by Mr. Ables, approved 5 – 0 that Ordinance 2001-10, "AN ORDINANCE TO CREATE THE OCONEE COUNTY EMERGENCY MANAGEMENT COMMISSION AND REPEAL ORDINANCE 80-9" be adopted on second reading.

Ordinance 2001-11:

Upon recommendation of the Personnel & Intergovernmental Committee, Council unanimously adopted Ordinance 2001-11, "AN ORDINANCE TO AMEND ORDINANCE 97-14, OCONEE COUNTY PERSONNEL POLICIES & PROCEDURES MANUAL" on first reading.

Inadequacies in Ordinances:

Mr. Hamilton informed Council he had received correspondence regarding the inadequacies in the adult club ordinance and requested that the County Attorney address these inadequacies at the next Council Meeting.

Rock Building:

Mr. Hamilton asked that Council be briefed as soon as possible on the pros and cons of keeping the Rock Building in its present location.

Planning Meeting:

Council tentatively scheduled a meeting regarding planning in the county September 21, 2001 at 10:00 AM at the SC Appalachian Council of Governments Building.

Morgan Roadway:

Upon recommendation of the Roads & Transportation Committee, Council voted unanimously to abandon county maintenance on a portion of Morgan Roadway (as per the maps provided the County Attorney by Keowee Townhouses, L.L.C) at the end of the pavement. Crescent Resources owns property along the portion of roadway the county is considering abandoning and will also have to consent to the abandonment. The plan of Keowee Townhouses, L.L.C is to pave this roadway to county specifications with a turnaround and deed it to the county with a sixty-six (66) foot right-of-way.

Library Appointee:

Mr. Ables made a motion, seconded by Mr. Hamilton, approved 5 - 0 that Ms. Linda Garvin be appointed to the Library Board.

Educational Task Force Meeting:

Mr. Hamilton announced there would be a meeting of the Educational Task Force Committee Tuesday, August 28, 2001 at 4:00 PM in Council Chambers.

Speed Barriers for I-85:

Mr. Hamilton made a motion, seconded by Mr. Ables, approved 5 - 0 that the SC Department of Transportation be sent a letter urging the expediting of the placing of guardrails in the medians along I-85 in the upstate.

Commission Appointees:

Mr. Hamilton proposed that Mr. Robert McLellan, Sr. & Mr. Curtis Davis be appointed to the Advanced Leadership Program.

Mr. Johns made a motion, seconded by Mr. Ables, approved 5 - 0 that Mr. Dennis Pearson be appointed to represent District II on the Solid Waste Commission.

Mr. Hall made a motion, seconded by Mr. Lyles, approved 5 - 0 that Mrs. Myrtle Coward be appointed to represent District I on the Zoning Board of Appeals.

Budget & Finance Committee Recommendations:

Upon recommendation of the Budget & Finance Committee, Council voted unanimously to receive full payment amount of federal funds according to PL 106-393 (HR 2389) with fifteen percent (15%) going toward Title III projects.

Also, upon recommendation of the Budget & Finance Committee, Council unanimously voted to accept payment for Delinquent Taxes only by cash, cashier's check or money order.

Council also adopted the recommendation of the Budget & Finance Committee to take \$4,500 from contingency for the fuel truck at the airport.

Pendleton District Workforce Investment Board:

Mr. Hamilton made a motion, seconded by Mr. Johns, approved 5 - 0 that the following persons be appointed to the Pendleton District Workforce Investment Board:

Ms. Marge Putnam, Compact Air
Mr. James Cater, Oconee Nuclear Station
Mr. Mark Wallace, Kendall Company
Mr. Russell Karpick, Square D

ATAFAX Committee:

Mr. Hamilton made a motion, seconded by Mr. Johns, approved 5 - 0 that Mr. Bentley Jones be appointed to the ATAFAX Committee.

Educational Task Force:

Mr. Hamilton made a motion, seconded by Mr. Ables, approved 5 – 0 that Dr. Linda Dunlap be appointed to represent Clemson University on the Educational Task Force Committee.

Engelhard Request:

Mr. Hamilton made a motion, seconded by Mr. Johns, approved 5 – 0 that if it is legal, the Zoning Board of Appeals hear the appeal of Engelhard regarding a sewer matter.

Council Meeting:

Mr. Lyles made a motion, seconded by Mr. Ables, approved 5 – 0 that the regularly scheduled Council Meeting to be held September 4, 2001 be rescheduled to September 11, 2001.

EMS Grant:

Upon recommendation of Mrs. Melissa Brown, Budget/Grants Supervisor, Mr. Johns made a motion, seconded by Mr. Lyles, approved 5 – 0 that the attached EMS Grant application in the amount of \$26,102 be submitted pending approval Council at the September 11, 2001 meeting.

Commission Resignation:

Mr. Hall made a motion, seconded by Mr. Hamilton, approved 5 – 0 that Mr. Tommy Lombard's resignation from the Parks & Recreation Commission be adopted.

Executive Session:

Mr. Johns made a motion, seconded by Mr. Ables, approved 5 – 0 that Council go into executive session for the purpose of discussing legal and contractual matters.

Open Session:

When open session resumed, Mr. Johns made a motion, seconded by Mr. Hamilton, approved 5 – 0 that the County Attorney be given the authority to contract for two tracts of land on behalf of the county and \$2,000 earnest money for each tract of land be taken from the appropriate department.

Performance Standards Ordinance:

Mr. Hamilton made a motion, seconded by Mr. Johns, approved 5 - 0 that the Performance Standards Ordinance be reviewed to insure that all ordinances included in the Performance Standards Ordinance are stated in the ordinance verbatim.

Communications Tower:

Upon recommendation of Mr. John Murray, Emergency Communications Director & Ms. Marianne Dillard, Procurement Director, Mr. Ables, made a motion, seconded by Mr. Johns, approved 5 - 0 that the performance bond be waived and the bid for the communications tower be awarded to GNR Tower who was low bid at \$205,188. (See attached bid sheet)


Public Comment Session:

Mr. B. J. Littleton spoke regarding various county activities and urged Council to purchase an incinerator for the disposal of garbage.

Adjourn:

Adjourn: 6:05 PM

Respectfully Submitted,


Opal O. Green
Council Clerk



Oconee County Sewer Commission

623 Seneca Church Road • Seneca, South Carolina 29678
Phone: 864-972-3900 • Fax: 864-972-3917

August 17, 2001

Mrs. Ann Hughes
Oconee County Supervisor
415 S. Pine Street
Walhalla, SC 29691

RE: Council Agenda 8-21-01

Dear Ann,

This letter follows Mr. Winchester's conversation yesterday with Mrs. Green relative to two items for the County Council agenda next Tuesday. Mr. Lamar Bailes will present to Council members the following recommendations, which were approved by the Sewer Commission on August 13, 2001:

- A) Land exchange with Blue Ridge Orthopedic Group.
- B) Retaining Lowell Ross as additional legal counsel for the Sewer Commission.

- A) The Sewer Commission purchased 2.0 acres of property late last year adjacent to the Seneca Creek Pump Station for future growth of the sewer system in the area between Seneca and Clemson. The Blue Ridge Orthopedic Group purchased approximately 6 acres, which joins the Sewer Commission property, for a surgical clinic and proposed to exchange a portion of the property with OCSC, which would benefit their development plans. A study was recently completed by ARCADYS Engineering, which addressed the projected needs for sewer in the area over the next 20 years and confirmed that the property exchange would not be detrimental to alternatives developed in the study. In fact, the opposite is true in that the majority of the OCSC property is in the flood plain, while the other property is higher in elevation. Also the Orthopedic Group property is approximately 57,000 square feet and the OCSC property is approximately 38,000 square feet. No surveys or title search have been completed at this time and will be addressed upon approval.
- B) The Sewer Commission on November 6, 2000 approved retaining Lowell Ross as additional legal counsel for the Sewer Commission to help with the many legal needs. This issue was voted upon again at the August 13, 2001 meeting after receiving the August 9, 2001 letter from Brad Norton concerning the same. The Sewer Commission has retained additional legal counsel on several occasions during the past decade due to the many complex issues, which have faced the Sewer

Commission during this time. Those issues such as environmental, regulatory and construction litigation place considerable demand on the County Attorney's time.

Mr. Ross' qualifications and experience should prove valuable to the Sewer Commission. He has extensive trial experience in state and federal courts and appellate experience in the SC Supreme Court. He has made numerous appearances before the Public Service Commission representing clients in utility matters. He has extensive experience in complex litigation, particularly construction litigation. He also authored the original Bill providing for the creation of the Oconee County Sewer Commission and the original Bill providing for Oconee County Council.

The Sewer Commission budget contains \$15,000 for legal fees in the 2001-2002 Budget, which was approved by County Council.

I hope this satisfies your request for additional justification and presentation to County Council.

Thanks for your cooperation.

Sincerely,

Howard S. Adams
Howard S. Adams
Chairman, OCSC

CC: County Council (via Opal Green FAX)
Commissioners
File

Swanson Services Corporation:

HIGHLIGHTS OF OUR OVERNITE COMMISSARY PROGRAM OCONEE COUNTY

- ❖ Swanson has a fully staffed Service Center in Columbia SC. Our facility is fully staffed with more than 15 local employees, including technical support for both hardware and software. Swanson currently provides this service to 35 Facilities in SC and over 500 in 43 states.
- ❖ Oconee County will be able to implement an Effective Cost Recovery Program to charge inmates for Services such as Medical Co-Pays, Indigent Paks, Damage to Property, etc. If the inmate has no money during this incarceration, the receivable is waiting for them on the next visit.
- ❖ Utilize Commissary as a Behavior Modification Tool to control inmates.
- ❖ Eliminate the need for outside packages to be brought in reducing the introduction of contraband. Name brand quality products for the inmates to purchase.
- ❖ Eliminate the need for inmates to have money or for manual accounting ledgers.
- ❖ Generate Revenue for the jail through the profits of the commissary operation to help offset costs of incarceration.
- ❖ The Cobra Banker™ Inmate Accounting System, that will be provided by Swanson will meet or exceed every accounting need of the Oconee County Sheriff's Office. True Windows point-n-click with an Oracle data base utilizing General Ledger Accounting which is always in balance.
- ❖ We will provide technical support for both computer hardware and software, from our local Columbia Offices. 24/7 Software and Hardware Support by Swanson. We own and write our own software. All upgrades will be provided at No Cost to Oconee County.
- ❖ Commissary Sold at normal retail prices found in convenience stores.

Pickens County Contracts with Swanson

Swanson's Services has contracted with Pickens County to provide the (them) with our Software Product, Cobra Banker Inmate Accounting Software, and our Commissary Service to inmates. Pickens County becomes Swanson's 35th Client in the State of South Carolina, serviced by our Local Service Center in Columbia.

Swanson's Overnight Commissary® Service will:

- ★ Increase Sales Thus Increasing **Revenue** to your Department
- ★ Increased **Muni** of Products to **Eliminate** Packages from the Outside, Reducing the Introduction of Contraband including Sodas, Candy, Snacks, Beverages, Clothing, Personal Hygiene
- ★ **Eliminate** the Need for Running an In-house Store **Freeing** up Valuable Storage Space and **Reducing** "Man hours" Spent in the Commissary Operation
- ★ **Quarterly** Management Visits to insure satisfaction
- ★ **Next Day Delivery** of Commissary for all of South Carolina
- ★ **YOU** determine the **Price** of the items and the **Profit** you make on a Weekly basis

Cobra Banker will provide your facility:

- ★ With our 21st Century Windows Based Inmate Banking Software, **Eliminating** Manual Ledgers
- ★ **Software & Cash Handling Procedures** Specifically Designed to **Protect** your Fiduciary Responsibility for the **Inmates Money**
- ★ A Complete Cost Recovery System to **Reduce Medical Costs & Maximize Dollars Recovered** from Medical Co-Pays, Damage to Property, Etc.
- ★ **A Reduction in Staff Hours** Spent with Inmate Accounting
- ★ **All of our Services:** Commissary, Hardware, and Software from our Local **South Carolina Service Center** in Columbia
- ★ **Eliminate** the Need for Inmates to have **Cash**

Swanson has over 17 Years experience providing these services to jails just like yours. Swanson Services serves over 525 jails, like yours. This is all we do, and all of our energy is devoted to making your commissary program hassle free, and profitable for you. In deed, we guarantee complete satisfaction. All of Swanson's Services are provided at No Cost to your facility.

Call Rob Deghman, Regional Sales Manager, **Toll Free** to find out how your facility can begin to receive the benefits of contracting with Swanson.

@ 866.992.6766 ext. 402

Swanson Services Contracts with Edgefield County

Swanson Services has contracted with Edgefield County to provide them with our Newest Software Product, Cobra Banker Inmate Accounting Software, and Commissary Service to their inmates. Edgefield County becomes Swanson's **36th** Client in the **State of South Carolina** serviced by our Local Service Center in Columbia.

Swanson's Cobra Banker will provide your facility:

- ☛ **Eliminate** Manual Ledgers and Cash on Inmates with Cobra Banker Inmate Banking Software
- ☛ **Software & Cash Handling Procedures** Specifically Designed to **Protect** your Fiduciary Responsibility for the **Inmates Money**
- ☛ A Complete Cost Recovery System to **Reduce Medical Costs & Maximize Dollars Recovered** from Medical Co-Pays, Damage to Property, Etc.
- ☛ A **Reduction in Staff Hours** Spent with Inmate Accounting
- ☛ **All of our Services:** Commissary, Hardware, and Software from our Local **South Carolina Service Center** in Columbia

Swanson's Overnight Commissary Service will:

- ☛ **Increase** Sales Thus Increasing **Revenue** in your Department
- ☛ **Increased Menu** of Products to **Eliminate Packages** from the Outside, **Reducing** the Introduction of Contraband including Sodas, Candy, Snacks, Beverages, Clothing, Personal Hygiene
- ☛ **Eliminate** the Need for Running an In-house Store **Freeing up Valuable Storage Space** and **Reducing "Man hours"** Spent in the Commissary Operation
- ☛ **Quarterly Management Visits** to insure satisfaction
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- ☛ **YOU** determine the **Price** of the items and the **Profit** you make on a Weekly basis

Call Rob Deglman, Regional Sales Manager, **Toll Free** to find out how your facility can begin to receive the benefits of contracting with Swanson.

@ 866.992.6766 ext. 402



OCCONEE COUNTY SHERIFF'S OFFICE

415 SOUTH PINE STREET
WALTHALLA, SOUTH CAROLINA 29691-2145
(864) 638-4117

James E. Singleton, Sheriff

TO : Supervisor and County Council
FROM: Sheriff James Singleton
RE : Local Law Enforcement Block Grant, FY 2001
DATE : August 15, 2001

The Sheriff's Office is requesting that County Council approve our application for the Fiscal Year 2001 Local Law Enforcement Block Grant (LLEBG). This program is funded by the federal government and is administered by the Bureau of Justice Assistance. A 10% cash match is required from local government and this was funded in the Oconee County FY 2001-02 budget. This year the federal award amount is \$43,146. Our match amount is \$4,794.

The Sheriff's Office has been receiving these grants since 1996. The funds have to be spent in accordance with Bureau of Justice Assistance guidelines. The purpose area we have focused on since receiving these grants is procuring equipment, technology and other material directly related to basic law enforcement functions. Some of the procurements we have made are: crime scene and forensic equipment (cameras, refrigerated storage, evidence drying hood), canine tracking equipment, mobile and portable radios, in-car video systems, upgrades to our computer system, a computerized mugshot system and an automated target system for the firing range. Most recently, we have acquired a bomb/firearm detection canine that can sniff out explosives and firearms.

Federal funds from this program cannot be used to supplant local funds. They must be used to increase the amount of funds that would otherwise be available from local sources. Thank you for your continuing support of this program.

OCONEE COUNTY EMERGENCY PREPAREDNESS AGENCY

208 Booker Drive • Law Enforcement Center
Walhalla, South Carolina 29691
Telephone (864) 638-4200 • Fax (864) 638-7046

Henry Gordon, Director
Residence (864) 885-9436



TO: Bill Ryals, HAZMAT Program Manager
FROM: Henry H. Gordon, Jr.
DATE: August 1, 2001
SUBJECT: FY 2002 Hazardous Materials Emergency Planning (HMEP) and Training Grant Application Package

Enclosed is subject grant package for Oconee County. If you have any questions or need additional information, please contact this office.


Henry H. Gordon, Jr.

THE NMIEP GRANT APPLICATION PACKAGE

ATTACHMENT P-2: LEPC CERTIFICATION

SPECIAL PROJECT GRANT APPLICATION

TO: HazMat Program Manager, South Carolina Emergency Preparedness Division, 1100 Fish Hatchery Road, West Columbia, SC 29172

FROM: Oconee County LEPC

LEPC Information:

Name of Chairperson: Anthony A. Klutz, Jr. Number of Members: 42

Number of meetings in preceding 12 months: 4 Date of Last Meeting: 8/15/01
Date of Next Scheduled Meeting: 11/21/01

LEPC Activities (Check as appropriate):

- Response SOPs: Underway Completed Completion Date
- Hazard Analysis: Underway Completed Completion Date
- Plan Exercised: Yes No Date of Last Exercise 6/13/00
- Facility Outreach Program: Yes No
- Public Information Program: Yes No

Other (Note activity)

Certification:

- 1) I certify that I was appointed/elected as the Chairperson of this LEPC.
- 2) I certify that the LEPC is complying with Section 324 of EPCRA - Public Availability of Plans, Data Sheets, Forms, and Follow-up Notices.
- 3) I certify that all LEPC members have had the opportunity to review this application.
- 4) I understand that the designated agency that will receive grant funds will be subject to audit by the South Carolina Emergency Preparedness Division.

for Anthony A. Klutz, Jr. LEPC Coordinator
Signature of LEPC Chairperson

Date 8/15/01

THE HMEP GRANT APPLICATION PACKAGE

ATTACHMENT P-3: SPECIAL PROJECT GRANT APPLICATION

TO: HazMat Program Manager, South Carolina Emergency Preparedness Division,
1100 Fish Hatchery Road, West Columbia, SC 29172

FROM: Oconee County LEPC

Describe the Special Project by answering the following questions:

1. Briefly describe the reason a Special Project Grant is needed. What specific problem(s) will the grant funds help to solve? How many jurisdictions and organizations will be helped by the grant?

The grant is needed to defray costs of planning and disseminating educational information to the public for the Household Hazardous Waste Collection Day (HHWD) for Oconee County. This grant will also be used to conduct and critique the collection day. The grant will help to educate the general public about hazardous materials in the household and how to properly dispose of them. The citizens of Oconee County will benefit directly from the grant.
2. What are the work tasks to be included in the project?

The project will be to inform the public about HHWD and to provide information to the public on how to properly dispose of hazardous household materials. The project will also be used to help defray some of the cost to conduct and critique the Household Hazardous Waste Collection Day.
3. When will the work tasks be started and completed?

Planning will begin in October 2001, work on the project will be completed by July 2002.
4. Who will do the work tasks and why were they selected for the tasks?

Members of the LEPC and Oconee County Solid Waste and members of the various volunteer agencies to include fire, HAZMAT, rescue squads and other volunteer organizations as well as members of the law enforcement, EMS and DHEC were selected to assist with the project and/or improve their expertise.
5. What new work products (reports, plans, maps, etc.) will the special project produce?

N/A

Describe the budget for the special project by answering the following questions:

6. How many work hours will be spent on each major work task? (list by major task)

A minimum of 100 work hours will be spent in planning the project. The conduct and critique of the project will take a minimum of 500 work hours.

THE HMEP GRANT APPLICATION PACKAGE

7. What is the total cost for the special project? \$65,000 (estimated)
8. Give the costs for each of the following (if applicable):
- Direct salaries/wages: _____ Travel costs: _____
- Personnel benefits: _____ Equipment/supply costs: _____
- Total Personnel Costs: _____
- Any other costs: _____ Describe cost: the cost of printing and disseminating educational material to the general public and the cost of conducting the HHWD.
9. If equipment and supplies will be purchased, list below the cost for each item:
10. Describe why equipment and supplies need to be purchased for the special project (What impact will denial of the purchase have on the project?):
11. If a contractor will be used in completing the special project, answer the following:
- a. Why is a contractor needed: Oconee County does not have the resources or facilities to handle the transportation, storage and disposal of hazardous materials.
- b. Who is the contractor and why was he/she selected: Contractor will be selected using standard County Procurement procedures.
- c. What work tasks will the contractor complete: The contractor will collect, categorize, pack and transport hazardous materials for proper disposal.
- d. Who will supervise the contractor's work and be responsible for its completion: The Oconee County LEPC and the Oconee Solid Waste Department
- Provide the following information to help the Emergency Preparedness Division determine the priority for this special grant application:
12. Will other LEPCs or other organizations from outside the county participate in the project: and if so, describe their participation: Representatives from Anderson Bomb Squad will also participate.

THE HMEP GRANT APPLICATION PACKAGE

13. Will the special project grant funds be combined with other sources of funding, and if so, describe the amount and sources of other funding:

County funds of \$30,000; in addition, certain industries have been requested to donate supplies to help defray costs.

14. Describe how 20% In-Kind match will be met:

Time donated by the LEPC staff and volunteers in the planning and conduct of the project.

If the funding requested had to be reduced:

15. What work tasks or purchases would be the first to be eliminated, reduced or modified:

We would look for alternative sources to complete the project.

16. How much would the project cost be decreased by the above modifications:

N/A

17. How much could the project be decreased before it is no longer a valid, worthwhile project:

N/A

THE HMEP GRANT APPLICATION PACKAGE

ATTACHMENT P-3: SPECIAL PROJECT GRANT APPLICATION (12)

TO: HazMat Program Manager, South Carolina Emergency Preparedness Division,
1100 Fish Hatchery Road, West Columbia, SC 29172

FROM: Oconee County LEPC

Describe the Special Project by answering the following questions:

1. Briefly describe the reason a Special Project Grant is needed. What specific problem(s) will the grant funds help to solve? How many jurisdictions and organizations will be helped by the grant? The Oconee County Local Emergency Planning Committee (LEPC) receives no funding for administrative expenses. Grant funds will be used for producing and mailing out of information packets to LEPC members and industries located within Oconee County; primary cost of annual update of the Emergency Operations Plan for Oconee County, publication of the Title III Notice, and other administrative and exercise costs of the LEPC.
2. What are the work tasks to be included in the project?
Same as above
3. When will the work tasks be started and completed?
October 1, 2001 - September 30, 2002.
4. Who will do the work tasks and why were they selected for the tasks?
Members of the LEPC, Rescue Squad and Emergency Prep. volunteers and the Oconee County Emergency Preparedness Agency
5. What new work products (reports, plans, maps, etc.) will the special project produce?
Updated Oconee County Emergency Operations Plan

Describe the budget for the special project by answering the following questions:

6. How many work hours will be spent on each major work task? (list by major task)
A minimum of 120 work hours to include:
Administrative duties
producing and mailing LEPC information packets
annual update of Emergency Operations Plan and SOP's
Publication of Title III Notice

THE HMEP GRANT APPLICATION PACKAGE

7. What is the total cost for the special project? \$1,000

8. Give the costs for each of the following (if applicable):

Direct salaries/wages: _____ Travel costs:

Personnel benefits: _____ Equipment/supply costs:

Total Personnel Costs:

Any other costs: _____ Describe cost: The cost of producing and mailing information packets, printing and updating the Emergency Operation Plan, publication of Title III Notice and other LEPC administrative costs

9. If equipment and supplies will be purchased, list below the cost for each item:

N/A

10. Describe why equipment and supplies need to be purchased for the special project (What impact will denial of the purchase have on the project?):

N/A

11. If a contractor will be used in completing the special project, answer the following:

N/A

a. Why is a contractor needed:

b. Who is the contractor and why was he/she selected:

c. What work tasks will the contractor complete:

d. Who will supervise the contractor's work and be responsible for its completion:

Provide the following information to help the Emergency Preparedness Division determine the priority for this special grant application:

12. Will other LEPCs or other organizations from outside the county participate in the project: and if so, describe their participation:

N/A

THE HMEP GRANT APPLICATION PACKAGE

13. Will the special project grant funds be combined with other sources of funding, and if so, describe the amount and sources of other funding:

14. Describe how 20% In-Kind match will be met:

Time donated by LEPC staff and other EP volunteers in developing plans and procedures, and in the conduct of drills and exercises.

If the funding requested had to be reduced:

15. What work tasks or purchases would be the first to be eliminated, reduced or modified:

If funding were reduced, we would seek alternative sources.

16. How much would the project cost be decreased by the above modifications:

N/A

17. How much could the project be decreased before it is no longer a valid, worthwhile project:

N/A

THE HMEP GRANT APPLICATION PACKAGE

ATTACHMENT T-1: TRAINING COURSE APPLICATION

TO: HazMat Program Manager, South Carolina Emergency Preparedness Division,
1100 Fish Hatchery Road, West Columbia, SC 29172.

FROM: Oconee County LEPC

1. We request the following HAZMAT TRAINING courses:

<u>COURSE #/TITLE</u>	<u>DATES (Pri & Sec)</u>	<u>LOCATION</u>	<u># STUDENTS</u>
#2137-Incident Command (2 Courses)	Feb. 2002 (Pri.) Jan. 2002 (Sec.)	Oconee County	30
#2719-HAZMAT Tech Refresher	Nov. 2001 (Pri.) Jan. 2002 (Sec.)	Oconee County	20
#3310-Intro to Search and Rescue	Feb. 2002 (Pri.) Jan. 2002 (Sec.)	Oconee County	20
#3300-Confined Space Rescue	Feb. 2002 (Pri.) Mar. 2002 (Sec.)	Oconee County	20
#2222-HAZMAT Oper.	Jan. 2002 (Pri.) Nov. 2002 (Sec.)	Oconee County	20
#2140-Int. Response to HAZMAT	Nov. 2002 (Pri.) Feb. 2002 (Sec.)	Oconee County	20

Please fill in the Course#/Title from the course menu (Attachment T-2). List both primary and secondary dates. Annotate the location where the training is to be held. Ensure that you will have a sufficient number of students before requesting a course. Failure to have at least 15 students will result in course cancellation and may jeopardize future funding.

2. Point of contact:

Name: Henry H. Gordon, Jr. Phone: 854/638-4200

3. Certification:

Anthony A. Klutz, Jr.
Typed/Printed Name of LEPC Chairman

For Henry H. Gordon, Jr. LEPC Coordinator
Signature of LEPC Chairperson 8/15/01
Date

OCONEE COUNTY FINANCE DEPARTMENT

MEMORANDUM

TO: Opal Green
FROM: Linda Shugart
DATE: August 17, 2001
SUBJECT: Solid Waste - Used Oil Grant Application

On 05/20/01, the Oconee County Council approved our application for a "FY 2002 Used Oil Grant". The total application was in the amount of \$23,650.00 and there is no match required.

We have received notification of funding approval. Please place the grant agreement on the 08/21/01 County Council Meeting Agenda for consideration. Should you need additional information, please do not hesitate to call me.

LINDA SHUGART, GRANTS COORDINATOR



PROMOTE PROTECT PROSPER

2600 Bull Street
Columbia, SC 29201-1708

August 1, 2001

Ann Hughes
Oconee County
415 South Pine Street
Walhalla, SC 29691

Dear Ms. Hughes:

The Office of Solid Waste Reduction and Recycling is pleased to inform you that Oconee County has been awarded a FY2002 Used Oil Grant. Enclosed please find the original grant agreement. This must be signed and returned along with one copy to our Office within ten days.

Please pay particular attention to the scope section of the grant agreement. This portion details the expenses that can be reimbursed. In addition, note carefully the information contained in the special terms and conditions section. This section provides guidelines specific to this grant program.

Due to budget cuts during this past legislative session, and the impact on many of our program activities, the Department has only been able to approve those costs directly associated with the collection and recycling of used oil and related materials.

Please note the following:

- The award amounts are based upon standardized pricing. Therefore, you may notice a slight difference from your original request, especially as they relate to equipment. We have also made adjustments to the amounts requested for oil filters based upon our projections for specific population figures.
- Although we have still based the public education awards on population figures, we have had to reduce the amounts awarded from what was originally suggested in the grant application.

To accept the offer of this grant, please sign the original grant agreement and return the original to our Office. You may not begin work under the terms of your grant until the office is in possession of the signed original. The office will mail you a notification when we receive the signed agreement. Included in that notification will be quarterly report forms, reimbursement invoices, final reports and travel and education verification forms.

Please send your signed original grant agreement to:

Anne Vam
DHEC Office of Solid Waste Reduction and Recycling
2600 Bull St.
Columbia, SC 29201

Congratulations on your award. Please call me at 803/896-4221 if you have questions concerning this or any other grant. We look forward to working with you this coming year.

Sincerely,



Jana White

Enclosures

cc: Sandra Smith



USED OIL RECYCLING GRANT AGREEMENT
Section 44-98-160, S.C. Code of Laws

AIMS PO # 355057

GRANT NOTIFICATION INFORMATION

Grantee:	Oconee County
Mailing Address:	415 South Pine Street Walhalla, SC 29691
Federal Employer Identification Number:	57-6000391
Grant Number:	37 WO 02
Date of Award:	July 19, 2001
Grant Period:	August 1, 2001 - July 31, 2002
Grant Amount:	\$25,650.00
Authorized Representative:	Ann Hughes
Phone:	(864) 638-4242
FAX Number:	
Contact Person:	Sandra Smith
Address:	415 South Pine Street Walhalla, SC 29691
Phone:	(864)638-4242
FAX Number:	
Financial Officer:	Phyllis Lombard
Address:	415 South Pine Street Walhalla, SC 29691-
Phone:	(864) 638-4236
FAX Number:	(864) 718-1022

DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

OFFICE OF SOLID WASTE REDUCTION & RECYCLING

GRANT INSTRUMENT
PART ONE

SCOPE OF SERVICES STATEMENT

INTRODUCTION

The Department of Health and Environmental Control, Office of Solid Waste Reduction and Recycling (hereinafter referred to as the Office), is the administrative agency for used oil recycling projects approved for expenditure of funds under the Used Oil Recycling Grant Program. The Used Oil Recycling Grant Program was mandated under the South Carolina Solid Waste Policy and Management Act of 1991. Oconee County submitted to the Office on April 6, 2001 an application for used oil recycling funds.

A maximum of \$25,650.00 will be granted for this project to the government of Oconee County (hereinafter referred to as the Grantee).

SCOPE OF WORK

Grantee will use funds to purchase equipment and supplies for the establishment of a farmer oil collection site and an oil/gas mixture collection site. Contract costs will be paid for recycling oil filters. Grantee will use funds to purchase or produce public education materials as approved by the Office. Travel funds are also awarded for travel by the Recycling Coordinator or other agent of the grantee for travel to related trainings or conferences.

BUDGET	\$25,650
Equipment/supplies	\$20,450
Gas/Oil Mixture Tank	\$6,000
Farmer Oil Collection Tank	\$9,200
2 carport covers	\$4,000
2 Concrete Pads	\$1,000
Signs for Tanks	\$ 250
Contractual Costs	\$3,700
Filter Collection	\$3,700
Public Education	\$1,000
Brochures	\$1,000
Travel	\$500

REPORTING REQUIREMENTS

The Grantee shall submit, at such times and in such form as may be prescribed, such reports as the Office may reasonably require including, but not limited to, quarterly progress reports and a final budget report.

Quarterly Progress Reporting

Quarterly progress reports shall be submitted beginning October 15, 2001 and the 15th of the month after each quarter ends thereafter. Quarterly progress report forms will be provided by the Office.

Final Reporting

Final reports shall be submitted no later than 45 days after the end of the grant period. Final report forms will be provided by the Office.

PAYMENTS

The method of payment shall be as follows: All reimbursements shall be requested with the reimbursement request form, which will be supplied by the Office of Solid Waste Reduction and Recycling. Appropriate invoices and documentation will accompany each payment request. Payments will be made to address the approved budget requirements as submitted and approved herein. Reimbursements shall not be requested until the goods have been delivered to the grantee or the services have been provided unless otherwise approved by the Office. Failure to comply with the terms of this agreement shall result in refusal of payment of grant funds to the Grantee.

PART II - SPECIAL TERMS AND CONDITIONS

1. The Grantee's authorized representative, the financial administrator, and the contact person must sign the grant instrument and return the original and one copy to the Office of Solid Waste Reduction and Recycling.
2. Grantees must submit the appropriate reports as required under the guidelines of the Solid Waste Policy and Management Act of 1991 to participate in the program. All used oil recycling projects must be consistent with the county or region plan.
3. The Grantee must maintain an all purpose grant file with copies of related documents including, but not limited to, copies of both the application and the grant agreement, all expenditure information, vouchers, receipts, contracts, subcontracts, leases, travel and public education pre-approvals, agreements and legal documents for inspection and review by the Office.
4. All original receipts, vouchers, and purchase orders must be maintained by the Local Government three years after the close of the grant or until all auditing procedures have

been accomplished and have been closed out or until any litigation has been settled by the Courts.

5. The Grantee shall assure that these records are available at all reasonable times for inspection, review or audit by Department personnel and other personnel authorized by the Office.
6. The Office reserves the right to unilaterally cancel this grant for refusal by the grantee to allow public access to all documents, papers, letters, or other material subject to this grant.
7. Grants shall not be provided to any local government or region that does not demonstrate a good faith effort to meet the requirements of the Solid Waste Policy and Management Act of 1991.
8. Office staff may perform site inspections at any time during the term of the grant, or within three years of the close of the grant. The inspection will be conducted during regular business hours and with 24-hour notification to the Grantee.
9. The grantees shall not provide any DHEC grant funds to private sector recycling programs unless specifically contracting for goods or services.
10. Grantee shall obtain all necessary state, federal and/or local permits required for construction and/or operation of collection facilities.
11. All new and existing used oil collection sites must be registered with the Department. No reimbursements will be made to the grant until all sites owned or operated by the grantee or by local governments within the grantee's county have been registered.
12. All educational material must be pre-approved by the Office prior to production or printing. The Office reserves the right to deny reimbursement for any material that has not been pre-approved.
13. All facilities constructed, equipment purchased, and public education material produced with grant funds must credit DHEC's Office of Solid Waste Reduction and Recycling grants program.
14. All travel must be pre-approved by the Office in order to qualify for reimbursement. The Travel Approval Form will be provided by the Office. The Office will pay up to the State Travel rates for mileage. In the event of overnight travel, the office will pay for meals that are not provided by the Conference, Seminar, etc. That is being attended. The meal rates will be as follows:

	In-State Travel	Out of State Travel
Breakfast	\$6.00	\$7.00
Lunch	\$7.00	\$9.00
Dinner	\$12.00	\$16.00

15. Grantees that own or operate used oil collection centers must ensure that their used oil is transported only by transporters who have obtained a department identification number and a registration from the department.

16. Grantees that own or operate used oil collection centers must comply with the generator standards in Subpart C of regulation R. 61-107.279.

17. The grantee will be responsible for ensuring that used oil and/or oil/gas mixtures transported from the used oil collection centers is recycled at an approved facility. The grantee is also responsible for ensuring that used oil filters and bottles collected under this grant are recycled.

18. Grantees that own or operate used oil collection facilities must notify the Department in writing if they intend to cease the collection of used oil, oil/gas mixtures, oil filters or oil bottles.

19. Containers and tanks used to store used oil at collection centers must be equipped with a secondary containment system capable of retaining the volumetric contents of the largest tank or container.

The secondary containment system must consist of, at a minimum: (a) dikes, berms or retaining walls; and (b) a floor. The floor must cover the entire area within the dikes, berms or retaining walls, (c) an equivalent secondary containment system approved by the Department.

The entire containment system, including walls and floor, must be sufficiently impervious to used oil to prevent any used oil released into the containment system from migrating out of the system to the soil, groundwater, or surface water.

20. Primary containment system on tanks used to store used oil and/or oil/gas mixtures at collection centers must be constructed of metal.

21. Oil collection tanks, oil bottle collection containers and filters collection containers are to be placed under a cover of a size sufficient to prevent rainwater from collecting in the containment basin.

22. Containers for the collection of used oil filters and oil bottles must be equipped with secondary containment sufficient to prevent any oil released into the primary containment system from migrating out of the system to the soil, groundwater, or surface water.

23. Oil collection facilities that collect oil/gas mixtures shall operate within guidelines specified by NFPA 30 requirements or other NFPA requirements, as specified by the State Fire Marshal. Their requirements include, but are not limited to, those related to grounding, tank construction, tank placement and operating procedures.

24. Oil collection facilities may not begin collecting oil/gas mixtures until a site plan has been reviewed and approved by the State Fire Marshal's Office and an inspection has been performed by the local Deputy Fire Marshal.

25. Oil Collection facilities that collect used motor oil and/or oil/gas mixtures in single containers that exceed 660 gallons or facilities that house multiple containers where total aggregate capacity exceeds 1320 gallons, must operate according to Spill Prevention, Counter Measures (SPCC) regulations.
26. If a hazardous substance is found to be mixed with used oil accepted from the public at a permitted used oil collection facility, costs for the proper disposal of this contaminated waste (not to exceed \$500,000 per year) will be incurred by the Petroleum Fund, if no more than five gallons of used oil was accepted from any one person at any one time.
27. Grant awards are made for the term of one fiscal year. Grantees may apply for up to two sixty-day extensions. Extensions must be requested in writing and approved by the Office. Allowable costs may be charged to this agreement only during the term of this agreement.
28. Obligations on an outstanding Used Oil Grant must be fulfilled before any reimbursements are made on a new Used Oil Grant unless otherwise approved by the Office.
29. Changes in scope/modifications or extensions to the grant agreement must be requested in writing and approved by the Office.
30. Grantees shall provide the Office with a copy of any new or revised recycling technology accomplished as a direct or indirect result of the grant.
31. Revenues generated from the project, including interest, must be reinvested in the program.
32. The Grantee is prohibited from using grant funds for the purpose of lobbying the Legislature or a State Agency.
33. The Office shall have the right to terminate a grant award and demand refund of grant funds for non-compliance with federal, state or local regulations, the terms of the grant award or these guidelines. The Office shall declare the local government or region ineligible for further participation in the program until the local government or region complies with the terms of the grant award or these rules.
34. No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to activities carried out under this contract on the grounds of race, age, health status, handicap, color, sex, religion, or national origin.
35. The grantee agrees that neither the grantee, its employees nor agents are covered by any professional or tort liability insurance maintained by DHEC.
36. The grantee certifies that it will not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of this grant.
37. Neither party shall be liable for any claims, demands, expenses, liabilities and losses, (including reasonable attorney's fees, which may arise out of any acts or failures to act by the other party, its employee or agents, in connection with the performance of services pursuant to this grant.

38. The grant shall be construed and enforced in accordance with the laws of the state of South Carolina.
39. Grantee certifies that they have not been debarred or suspended under OMB Circular A-133 Compliance Supplement or otherwise from doing business with any governmental entity.
40. DHEC shall have sole ownership and copyright for any tangible product (report, survey, film, etc.) developed under this grant.

STANDARD TERMS AND CONDITIONS

1. Grantee's Responsibility.

The Grantee shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this grant. The failure or omission of the Grantee to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this grant.

The Grantee will be required to assume sole responsibility for the complete effort as required by this grant. The Office will consider the Grantee to be the sole point of contact with regard to grant matters.

The Grantee shall be responsible for the procurement, installation, operation and overall execution of the project herein referenced. The Grantee may enter into agreements or contracts with municipalities, county governments or other independent entities to perform any task specified in this Scope of Work. All subcontracting of work pertaining to this grant must conform to all applicable state and local laws.

2. Procurement

- A. All purchases of goods and services shall be made according to the established procurement policy of the Grantee, provided that its procurements conform with the South Carolina Procurement Code Guidelines. If the Grantee has no established procurement policy, it must follow the South Carolina Procurement Code guidelines. The following guidelines are based on Sec. 11-35-1550 of the Code Small Purchases. The Grantee's procurement policy may be reviewed I assure that it is as restrictive as these standards and that it provides fair and open competition.

Small purchases under \$25,000:

1. Up to \$1,500.00 - A single quote is acceptable is price is certified fair and reasonable.
2. \$1501.00 to \$5,000.00 - Solicit verbal or written quotes from a minimum of three (3) qualified sources. Document the solicitation of quotes.
3. \$5,000.00 to \$10,000.00 - Solicit written quotes from a minimum of three (3) qualified sources. Document the solicitation of quotes.

4. \$10,001.00 to \$25,000.00 - Solicit in writing written quotes from a minimum of five qualified sources.

Purchases \$25,000 and Over

1. Prepare an invitation for bids and solicit competitive sealed bids:
 2. The invitation for bids must be issued by written notification of qualified sources on a bidders list and by advertisement in a newspaper of general circulation in the state, a trade journal or South Carolina Business Opportunities, allowing a reasonable time prior to bid opening.
- B. Sole source justifications in excess of \$1,500.00 must be certified in writing and maintained with other procurement documentation.
- C. The grantee shall procure products and materials with recycled content where practicable. The decision not to procure such items shall be based on a determination that such procurement items are not available within a reasonable period of time, fail to meet performance standards or are only available at a price that exceeds by more than seven and one-half percent the price of alternative items.

3. Contracts Under the Grant

The Grantee shall submit to the Office of Recycling for Pre-award review any contract over \$5,000.00 for work or services covered by this Grant. The submission shall be accompanied by a copy of all proposals or bids submitted.

4. Conflict of Interest.

Personnel or other officials connected with this grant shall adhere to the requirements given below.

a. Advice: No official or employee of a local government or of non-government subgrantees shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation or otherwise in any proceeding, application, request for a ruling or other determination, contract, cooperative agreement, claim, controversy or other particular matter in which these funds are used, where to his knowledge he or his immediate family, partners, organization with which he is involved or negotiating with, has a financial interest.

No DHEC employee shall be responsible for the completion of the grant project particularly as such participation would relate to the duties of a recycling coordinator, administrator or public works director, etc.

b) Appearance: In the use of these grant funds, officials or employees of local governments and non-government sub-grantees shall avoid any action which might result in or create the appearance of:

- 1) Using his official position for private gain;
- 2) Giving preferential treatment to any person;
- 3) Losing complete independence or impartiality;
- 4) Making an official decision outside official channels; or
- 5) Affecting adversely the confidence of the public in the integrity of the State government or the program.

5. Termination of Grant

This grant may be terminated by the Office provided a thirty (30) day advance notice in writing is given to the Grantee, except in the following cases:

If, through any cause, the Grantee shall fail to fulfill in a timely and proper manner the obligations under this grant, or if the grantee shall violate any of the covenants, agreements or stipulations of the grant, or otherwise default on the grant due to negligence, the Office shall have the right to terminate this grant without giving a thirty (30) day advance notice.

6. Utilization of Minority Businesses.

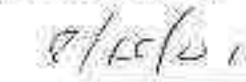
The grantee is encouraged to utilize qualified minority firms where cost and performance will not conflict with time schedules.

OFFER AND ACCEPTANCE

The State of South Carolina, acting by and through the Office of Solid Waste Reduction and Recycling (DHEC), hereby offers assistance to the local government of Oconee County for all allowable costs incurred up to and not exceeding \$25,650.00.

THE OFFICE OF SOLID WASTE REDUCTION AND RECYCLING (DHEC):





R. Lewis Shaw, P.E., Deputy Commissioner

Date

BY AND ON BEHALF OF THE DESIGNATED LOCAL GOVERNMENT:

Signature of Authorized Representative

Date

Signature of Contact Person

Date

Signature of Financial Representative

Date

OCONEE COUNTY WATER AUTHORITY

AUTHORITY

LEGISLATIVE ACT #544 MAY 14, 1965

FUNCTION

IT SHALL BE THE FUNCTION OF THE AUTHORITY TO ACQUIRE SUPPLIES OF FRESH WATER, CAPABLE OF BEING USED FOR INDUSTRIAL AND DOMESTIC PURPOSES, AND TO DISTRIBUTE SUCH WATER, IN THE MANNER PROVIDED BY ACT 544, FOR INDUSTRIAL AND DOMESTIC USE WITHIN THE SERVICE AREA.

MEMBERSHIP(5)

- 1 RESIDENT OF THE TOWN OF WALHALLA
- 1 RESIDENT OF THE TOWN OF SENECA
- 1 RESIDENT OF THE TOWN OF WESTMINSTER
- 1 RESIDENT NORTH OF THE SOUTHERN RAILROAD
- 1 RESIDENT SOUTH OF THE SOUTHERN RAILROAD

PROCESS FOR APPOINTMENT

AT LEAST 10 NOMINEES ARE PRESENTED TO THE OCONEE COUNTY PLANNING COMMISSION WHO RECOMMENDS THE LIST TO (THE OCONEE COUNTY COUNCIL)

NOTE: THIS IS A CHANGE FROM THE LANGUAGE IN ACT #544. I BELIEVE THAT WHEN HOME RULE CAME IN TO EFFECT THE COUNCIL WOULD REPLACE THE LEGISLATIVE DELEGATION IN MAKING THE RECOMMENDATIONS TO THE GOVERNOR.

THE ORIGINAL MEMBERS ARE APPOINTED TO STAGGERD TERMS.

IMMEDIATE MISSION OF THE AUTHORITY

1. ORGANIZE
2. MEET WITH ALL WATER PURVEYORS IN THE COUNTY
3. DETERMINE NEEDS
4. ACQUIRE NECESSARY "SEED MONEY" FROM OCONEE COUNTY COUNCIL
5. HIRE CONSULTING ENGINEER
6. APPLY FOR GRANTS AND LOANS TO CONSTRUCT NECESSARY FACILITIES
7. CONSTRUCT NECESSARY FACILITIES

ITEMS 3,4 & 5 WILL BE ALMOST SIMULTANEOUS AS THEY ARE INTERCONNECTED.

NOTE: THE WATER AUTHORITY WILL REQUIRE ADMINISTRATIVE ASSISTANCE FROM THE COUNTY. THIS WILL BE A COST SAVING MEASURE AND WILL ALSO STRENGTHEN THE RELATIONSHIP BETWEEN THE TWO ENTITIES.

Fire Dept. Reporting System

Individual Station needs

STATION MANAGER (single user)	\$ 780.00			
RISK MANAGER	\$ 780.00			
	\$ 1560.00			
STATION PAY for upgrades	\$ 3950.00/yr.			
GATEWAY V8000SE	\$ 915.00			
GATEWAY V1000SE	\$ 1020.00 **			
*** C.D. RE-writer built-in	\$ 120.00			
		\$ 3095.00		
		\$ 18		
		\$ 55710.00		

\$21,940

FIRE MARSHAL'S OFFICE

STATION MANAGER (MULT-USER)	\$ 1180.00		
RISK MANAGER	\$ 1120.00		
UPGRADES	\$ 690.00		
GATEWAY V8000SE	\$ 915.00		
GATEWAY V1000SE	\$ 1020.00		
C.D. RE-writer built-in	\$ 120.00		
	\$ 4190.00		

\$16,030

\$ 55710.00
4190.00
\$ 59900.00

* 4 DAYS Training preferred *

Fire Programs proudly introduces Mapping!



MAPPING can show you where any fire plan location is on a map of your area... allow you to figure the fastest response route... zoom in and out from city

view down to a street corner... pinpoint the closest hydrant or look for water sources to street front. Run reports to determine where your fire scenes or other incidents are concentrated... its uses are limited only by your imagination. MAPPING is easy to use... and best of all, it has been included in FirePrograms' software at no additional charge.

Look up!
Hydrants, fire hydrants, fire hydrants...
Business or residential...
relatively...



... look down to
and see what
Mapping to find
the fastest route.

Know your hydrant
words, then see the
exact location, identify it
other hydrants, even color
code by fire zone.



Take Control!

Get started today by calling us
today at (800) 327-SOFT (7638)
to receive your free
FirePrograms™
evaluation software...

FirePrograms Version 5, certified by FEMA is now shipping!

Here's Deal! The Deal!

OURS
\$1,560

FirePrograms
Single User

RISK MANAGER		STATION MANAGER		FIREPROGRAMS	
Station	Station	Station	Station	Station	Station
Address	Address	Address	Address	Address	Address
Phone	Phone	Phone	Phone	Phone	Phone
Equipment	Equipment	Equipment	Equipment	Equipment	Equipment
Inventory	Inventory	Inventory	Inventory	Inventory	Inventory
Reporting	Reporting	Reporting	Reporting	Reporting	Reporting
Training	Training	Training	Training	Training	Training
Costs	Costs	Costs	Costs	Costs	Costs
Users	Users	Users	Users	Users	Users
Price	Price	Price	Price	Price	Price
\$1,560	\$1,560	\$1,560	\$1,560	\$1,560	\$1,560

THEIRS
\$2,395

The Competition
Single User

THEIR SOFTWARE		THEIR PRICE	
Station Manager	Station Manager	Station Manager	Station Manager
FirePrograms	FirePrograms	FirePrograms	FirePrograms
Reporting	Reporting	Reporting	Reporting
Inventory	Inventory	Inventory	Inventory
Equipment	Equipment	Equipment	Equipment
Costs	Costs	Costs	Costs
Users	Users	Users	Users
Price	Price	Price	Price
\$2,395	\$2,395	\$2,395	\$2,395

**Fight Fire
With Facts**



Take Control!

Get started today by calling us
today at (800) 327-SOFT (7638)
to receive your free
FirePrograms™
evaluation software...

FirePrograms™ offers you a complete package for one low price. For example, our Station Manager package comes with Incident Reporting as well as my-station, Training Records, Inventory, Daily Log and RMS. The pricing for only \$180. The competition charges \$785 just for Incident Reporting.

#1 Fire Service Software Since 1981

Chief Henry Foster
 Great Valley Fire Department, NY
 FireProgram is very good. It has helped to ease the burden during our recent merger. The reports generated provide us with most of our filing obligations (including personnel files) without a great deal of extra work.

Chief Walter Fire Department, NY
 FireProgram is the easiest Fire Report Program I have ever used. Great! It helps to reduce our time spent doing the reports and filing.

Tom Watson
 Massachusetts Fire Department, MA
 FireProgram has eliminated a lot of manual data collection with the built-in reports. They support staff working together to help with any problem that we have.

Mark Watson
 Lebanon Fire Department, NH
 FireProgram is very functional and can capture all aspects of the Department Manager's FireLog Windows based system. It recognizes and uses "history" based reports.

Professor Harold Meyer, Field Director
 Oklahoma State University, Fire Service Programs
 Quality programs for the Fire Service are a hard job to find.

Ray McE
 Denver, CO, FI
 We are pleased with FireProgram's software. It meets the customer's needs and is hard to replace.

What do some of our users have to say about FireProgram?



- FireProgram's user-friendly interface allows you to access your FireProgram system using a standard Windows 3.11 or Windows 95 desktop environment.
- FireProgram's user-friendly interface allows you to access your FireProgram system using a standard Windows 3.11 or Windows 95 desktop environment.
- FireProgram's user-friendly interface allows you to access your FireProgram system using a standard Windows 3.11 or Windows 95 desktop environment.
- FireProgram's user-friendly interface allows you to access your FireProgram system using a standard Windows 3.11 or Windows 95 desktop environment.
- FireProgram's user-friendly interface allows you to access your FireProgram system using a standard Windows 3.11 or Windows 95 desktop environment.
- FireProgram's user-friendly interface allows you to access your FireProgram system using a standard Windows 3.11 or Windows 95 desktop environment.
- FireProgram's user-friendly interface allows you to access your FireProgram system using a standard Windows 3.11 or Windows 95 desktop environment.
- FireProgram's user-friendly interface allows you to access your FireProgram system using a standard Windows 3.11 or Windows 95 desktop environment.



Scaleable Connectivity Solutions





RISK MANAGER PACKAGE

The Risk Manager™ file base system tracks an entire plant's inventory, from its individual components, equipment, and the complete job history, through the production process, to the final product.

LOCATIONS—The system's 48 locations can store the location of every component, assembly, or finished product. The system can also store the location of every component, assembly, or finished product.

INVENTORY—The module tracks the location of every component, assembly, or finished product. The system can also store the location of every component, assembly, or finished product.

INSPECTIONS—The system's 48 inspections can store the location of every component, assembly, or finished product. The system can also store the location of every component, assembly, or finished product.

PERMITS—The system's 48 permits can store the location of every component, assembly, or finished product. The system can also store the location of every component, assembly, or finished product.

WORKSCHEDULES—The system's 48 workschedules can store the location of every component, assembly, or finished product. The system can also store the location of every component, assembly, or finished product.

MAINTENANCE—The system's 48 maintenance records can store the location of every component, assembly, or finished product. The system can also store the location of every component, assembly, or finished product.

TITLE—The system's 48 titles can store the location of every component, assembly, or finished product. The system can also store the location of every component, assembly, or finished product.

INVENTORY TRACKING—The system's 48 inventory tracking records can store the location of every component, assembly, or finished product. The system can also store the location of every component, assembly, or finished product.

The Risk Manager™ Risk Management software package is available for \$1,180.00 (single user system) or \$1,180.00 (multi-user network with unlimited users).

The Risk Management Package includes:

- Grade 10**
 - 1000 components
 - 1000 assemblies
 - 1000 jobs
 - 1000 inspections
 - 1000 permits
 - 1000 workschedules
 - 1000 maintenance records
 - 1000 titles
 - 1000 inventory tracking records
- Grade 10 CD-ROM**
 - 1000 components
 - 1000 assemblies
 - 1000 jobs
 - 1000 inspections
 - 1000 permits
 - 1000 workschedules
 - 1000 maintenance records
 - 1000 titles
 - 1000 inventory tracking records
- Manual**
 - 1000 components
 - 1000 assemblies
 - 1000 jobs
 - 1000 inspections
 - 1000 permits
 - 1000 workschedules
 - 1000 maintenance records
 - 1000 titles
 - 1000 inventory tracking records
- Hardware**
 - 1000 components
 - 1000 assemblies
 - 1000 jobs
 - 1000 inspections
 - 1000 permits
 - 1000 workschedules
 - 1000 maintenance records
 - 1000 titles
 - 1000 inventory tracking records



Scaleable



STATION MANAGER PACKAGE

FireStation's Station Management Package includes all the tools you need to completely compile and manage your station's activities, personnel, equipment, vehicles, and more - with such features as multi-station support.

INCIDENT REPORTING - This easy-to-use, easy-to-remember medium features FireStation's Station Manager's built-in reporting system. Its activity management tool will help you when they get back from the station. Reporting is done in a matter of minutes.

PERSONNEL - Use this module to track information about all of your department's personnel. The software can store information on each person's name, title, address, phone number, and more.

TRAINING - This module is designed to track training information for all of your personnel. It can store information on each person's name, title, address, phone number, and more.

VEHICLES - Let your personnel track all of the vehicles in your department. This module can store information on each vehicle's name, title, address, phone number, and more.

EMERGENCY - This module can help you track all of the emergency calls that come into your station. It can store information on each call's name, title, address, phone number, and more.

DAILY LOGS AND CORRECTIVE REPORTS - Enter your station's daily activities and correctives. The software can store information on each activity's name, title, address, phone number, and more.

The FireStation's Station Management Package is a complete solution for your station's management needs. It can store information on all of the activities and personnel in your department. It's easy to use and easy to remember. Call FireStation's Software to Why Order 2000 Computer.



The Station Management Package includes:

- Daily Activity Reporting
- Fire Station Reporting
- Incident Reporting
- Personnel Reporting
- Vehicle Reporting
- Emergency Reporting
- Daily Log

- Daily Activity
- Daily Log
- Daily Report
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\$780.00

single user system

\$1,180.00

multi-user networks with unlimited users



Bidders	Palmetto Scale Service	Carolina Scales Inc	MTM Scales		
Base Bid	\$ 62,342.72	\$ 76,764.88	\$ 59,185.00		
Deduct Alternate #1 - Grading	\$ (4,200.00)	\$ (5,000.00)	\$ (700.00)		
Total	\$ 58,142.72	\$ 71,764.88	\$ 58,485.00		
Alternate 2 - Maint Agreement/year	\$ 2,220.00	\$ 1,500.00	\$ 3,180.00		
Delivery	60 days	not listed	8 weeks		
Bid Bond	yes	certified check	yes		
Accendum 1	yes	yes	yes		
Brand Name	Inscale	Linbridge	Stok		
Exceptions	Load cells not stainless steel	Did not meet specs not solid I-beam construction	None		

BID NO. 01-03

(Use this number on envelopes and all related correspondence.)

BID FORM
OCCONEE COUNTY PROCUREMENT OFFICE
415 S. PINE ST., ROOM 107, WALHALLA, SC 29691

The PALMETTO SCALE SERVICE, INC
submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for scales for the Rock Quarry.

BASE BID

\$ 62,342⁰⁰

Deduct Alternate #1 - County does grading \$ < 4,200⁰⁰ >

Alternate 2 - Maintenance Agreement \$ 2,220⁰⁰

The above stated bid is based on all applicable specifications, drawings, etc. associated with this bid and the following additional Addenda issued subsequent to the basic specifications and/or drawings.

NOTE TO BIDDER: List all Addenda with dates of any issued. If no additional Addenda is issued, write the word "NONE".

Addendum Number

Date

1

July 02, 2001

Bid shall include delivery to location stated on Bid Notice. Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Completion/Delivery Date ARO:

60 DAYS

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable documents, submits this bid and other applicable information to the County, which I verify to be true and correct to the best of my knowledge. I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies or

equipment, and is in all respects, fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid. By submission of a signed bid, I certify, under penalties of perjury, that the below company complies with section 12-54-1020(B) of the SC Code of Laws 1976, as amended, relating to payment of any applicable taxes. I further certify that this bid is good for a period of sixty (60) days, unless otherwise stated.

Palmetto Scale Service, Inc.

Company name as registered with the IRS

Daniel C. Wallace
Authorized Signature

P.O. Box 280546

Correspondence Address

Columbia, SC 29228

City, State, Zip

02/10/2001

Date

DANIEL C. WALLACE

Printed Name

PRESIDENT

Title

803 755 6632

Telephone Number

803 755 6867

Fax Number

P.O. Box 280546

Remittance Address

Columbia, SC 29228

City, State, Zip

803 755 6630

Telephone Number

570425714

Federal Tax ID Number

800 932 8809

Toll-Free Number if available

32 04257 5

SC Sales and Use Tax Number

BID SUPPLEMENTAL FORM

OCCONEE COUNTY PROCUREMENT OFFICE

415 S. PINE STREET, ROOM 107

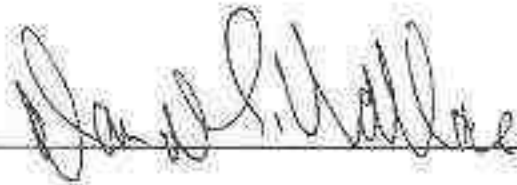
WALHALLA, SOUTH CAROLINA 29691

DATE 07/10/2001 BID NO 01-03

The PALMETTO SCALE SERVICE, INC. takes the following exceptions:
(Bidder)

LOAD CELLS ARE NOT STAINLESS STEEL

SIGNATURE



BID NO. 01-03

(Use this number on envelopes and all related correspondence.)

**BID FORM
OCONEE COUNTY PROCUREMENT OFFICE
415 S. PINE ST., ROOM 107, WALHALLA, SC 29691**

The Carolina Scale, Inc. submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for scales for the Rock Quarry

BASE BID \$76,784.98

Deduct Alternate #1 - County does grading \$ < 5,000.00 >

Alternate 2 - Maintenance Agreement \$750.00/Yr.

The above stated bid is based on all applicable specifications, drawings, etc. associated with this bid and the following additional Addenda issued subsequent to the basic specifications and/or drawings.

NOTE TO BIDDER. List all Addenda with dates of any issued. If no additional Addenda is issued, write the word "NONE".

Addendum Number	Date
<u>No. 1</u>	<u>7/12/2001</u>
_____	_____

Bid shall include delivery to location stated on Bid Notice. Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Completion/Delivery Date ARO _____

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable documents, submits this bid and other applicable information to the County, which I verify to be true and correct to the best of my knowledge. I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies or

equipment, and it in all respects, fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid. By submission of a alleged bid, I certify, under penalties of perjury, that the below company complies with section 12-54-1020(B) of the SC Code of Laws 1976, as amended, relating to payment of any applicable taxes. I further certify that this bid is good for a period of sixty (60) days, unless otherwise stated.

Carolina Scales, Inc.
Company name as registered with
the IRS

William P. Smith
Authorized Signature

829 North Lucas St
Correspondence Address

William P. Smith
Printed Name

West Columbia, SC 29169
City, State, Zip

President
Title

7/11/2001
Date

803-739-4360
Telephone Number

803-739-4365
Fax Number

PO Box 8233
Remittance Address

Columbia, SC 29202
City, State, Zip

803-739-4360
Telephone Number

800-277-2439
Toll-Free Number if available

57-0324563
Federal Tax ID Number

1205676-001
SC Sales and Use Tax Number

CAROLINA SCALES, INC.

1865 Piedmont Hwy - Piedmont, SC 29673

Oconee County Procurement Office
415 S. Pine Street, Room 10
Walhalla, SC 29691

RE: BID NO. 10-03

ATTN: Marianne Dillard, Procurement Director
Ann Albertson, Senior Buyer
Donna McAlister, Buyer
Tommy Crumpton, Plant Manager

July 12, 2001

To Whom It May Concern:

I would like to take this opportunity to thank you for considering *Carolina Scales, Inc.* regarding your weighing needs. Based on your Bid Notice dated June 21, 2001 I have quoted you on the following information:

UniBridge Model UBRD 7012 100 Ton 60 Ton CLC w/ bolt on side rails & handrails

- National Institute of Standards and Technology NTEP approval number 97-080
- 70-ft X 12-ft low profile design, above ground
- Scale Capacity: 100 tons
- **60 ton CLC (NTEP approved Concentrated Load Capacity)**
- 28-inch clearance under scale
- Safety Side Rails - MSHA Approved - No MSHA trip Hazard - with 5 ft opening for driver
- OSHA & MSHA Approved Hand Rails - 2-inch square tubing
- Catalyzed epoxy paint
- Lifetime warranty against structural failure - Shipping weight 31,000 lbs
- UniModular design for future expansion

Load Cells

- (8) Stainless Steel Load Cells (each rated at 100k)
- (1) Stainless Steel Load Cell - Spare (rated at 100k)
- 2-year warranty on load cells against defects and workmanship
- Load cell cable

Load Cell Summing Network

- Stainless Steel Junction Box
- Tesco AC Surge Voltage Protector
- Ground Rod and Cadweld

BID 01-03 Continued

Western Scale Model DF2500DT Indicator

- Spare Model DF2500DT Indicator
- Western Scale Model 2202 four channel converter
- Direct interface with remote converters allowing up to 12 load cells per scale
- Two serial outputs to remote displays, programmable controllers
- Operates with any brand of cell
- Easy calibration from the indicator keyboard, including corner or section adjustments
- Each load cell is independently digitized allowing monitoring of each load cell for easy service
- Extensive isolation and over-voltage protection for guarding against lightning and other electrical disturbances

Rice Lake F40 Scoreboard

- Durable NEMA 4 waterproof enclosure
- RS-232 and 20 mA current loop
- Serial output port for daisy-chaining
- 6 highly-visible yellow display digits

Rice Lake Transact Plus Ver 3.0 Software (Demo Provided)

- Designed for scale operators with little computer experience and managers who require quick and accurate information
- TransAct Plus features intuitive menus, detailed transaction information, enhanced search capabilities, and configurable reports
- Powerful features such as unlimited product, truck, and customer fields, full reporting with automatic accounting and invoicing, configurable ticket generation, superior data integrity, and more
- Configurable product rates
- **NTEP Certified – Unlike Custom Software**

Warranty (Lightning damage includes: All labor, truck and travel and on-site time)

- Lifetime warranty against structural failure on UniBridge weighbridge
- Two year warranty on load cells, indicator, summing network assemblies (Warranted against damage from lightning, electrical abuse or water)
- Two year warranty on load cells against defects and workmanship
- Warranty shall begin when County begins to use scale, but not to exceed 6 months after installation

Foundation – Installation – Testing

In addition to the equipment package as quoted above, Carolina Scales will provide the following construction package. Including: Installation, Calibration and Testing of your UniBridge truck scales. These costs have been calculated based on certain standard conditions anticipated at the construction site. *Any deviation may impact the total cost of construction. A minimum soil bearing of 3000 PSF, with the absence of any man made or natural obstructions such as: Rock, water or gas lines are assumed.* So that there is not a misunderstanding regarding the scope of this work, we are providing a brief synopsis:

BID 01-03 Continued

- Obtain Business License
- Obtain Stamp from certified SC Engineer on Scale Foundation
- Obtain Soil Test
- Excavate and Grade Construction Site
- Place reinforced concrete foundation (piers at the load points), in accordance with UniBridge drawings provided by Carolina Scales, Inc.
- Place (2) 12-ft X 15-ft reinforced concrete approaches
- Place (2) 6-inch X 6-inch reinforced concrete curbs on both sides
- Crane for setting of modules has been provided and unloading from truck is included
- Set scale module and level on scale foundation
- Place and finish concrete deck
- Wire Scale, Indicator and Scoreboard
- Installation and wiring of ground rods and straps
- Calibration and testing of scale system in accordance with local, state and federal guidelines
- Complete instructional training to operators on system

Oconee County to provide

- On site disposal of spoils
- Access to job site and start date within 30 days of order placement
- Scale house/office with dedicated 110 VAC, 15 Amp and conduit to scale
- 25-ft approaches on each end of 15-ft concrete approaches

TOTAL PRICE, Including freight and excluding sales tax \$ 76,784.88

Option # 1 - Oconee County has the option to complete the grading – deduct \$5,000.00 from our total price.

Option # 2 - Oconee County has the option to purchase a monthly software service agreement for \$125.00 per month.

Option # 3 - Oconee County has the option to purchase a maintenance agreement for \$250.00 every four (4) months. Carolina Scales will calibrate your scale with our 30,000 lb. Test cart. See enclosed sample Maintenance Agreement.

The UniBridge truck scale series represents our premium line of precision-engineered electronic platform scales. These products were developed for the most demanding industrial weighing applications. These are only a few of the reasons our UniBridge truck scale has become the benchmark within the scale industry.

Let me take a moment to tell you a little about Carolina Scales. We are based in Columbia, South Carolina. Carolina Scales is the authorized sales, service and parts dealer in South Carolina for the foremost industrial scale manufacturers. Markets served by Carolina Scales include agricultural, chemical, manufacturing, steel and paper mills, railroads, shipping and trucking, asphalt and cement, food processing and product testing.

BID 01-03 Continued

Carolina Scales serves customers through three locations in South Carolina and one resident technician in Georgia. Full service facilities in Greenville, Columbia, and Charleston maintain service and sales employees ready to meet the needs of their customers. Each location is an integral part of the Carolina Scales network, able to draw at any time from the inventories and resources of the other. Carolina Scales will be servicing your scale from our Greenville facility. We are less than 60 miles from your facility.

Carolina Scales thanks you for your request for this quotation and we appreciate your consideration for being your choice for quality scale equipment and service. If you have any questions please do not hesitate to call me at (864) 233-1776.

Regards,



Bill Gordon
Sales Manager
Carolina Scales, Inc.

BID NO. 01-03

(Use this number on envelopes and
all related correspondence.)

BID FORM
OCONEE COUNTY PROCUREMENT OFFICE
415 S. PINE ST., ROOM 107, WALHALLA, SC 29691

The MTM Scale Service, LLC and B-TEK
submits herewith our Bid in response to bid request number shown above, and in compliance with
the description(s) and/or specification(s) attached hereto for scales for the Rock Quarry

BASE BID

\$ 59,165⁰⁰

Deduct Alternate #1 - County does grading \$ < 700⁰⁰ >

Alternate 2 - Maintenance Agreement \$ 3180⁰⁰

The above stated bid is based on all applicable specifications, drawings, etc. associated with this
bid and the following additional Addenda issued subsequent to the basic specifications and/or
drawings:

NOTE TO BIDDER: List all Addenda with dates of any issued. If no additional Addenda is
issued, write the word "NONE".

Addendum Number

Date

07/02/01

Bid shall include delivery to location stated on Bid Notice. Show any exception, deviation, extra
computation, or information on Bid Supplemental Form attached hereto.

Completion/Delivery Date ARO: Eight weeks from start date

The undersigned, having fully familiarized himself with the information contained within this entire solicitation
and applicable documents, submits this bid and other applicable information to the County, which I verify to be
true and correct to the best of my knowledge. I certify that this bid is made without prior understanding,
agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies or

equipment, and is in all respects, fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid. By submission of a signed bid, I certify, under penalties of perjury, that the below company complies with section 12-54-1020(B) of the SC Code of Laws 1976, as amended, relating to payment of any applicable taxes. I further certify that this bid is good for a period of sixty (60) days, unless otherwise stated.

MTM SCALE SERVICE, LLC
Company name as registered with
the IRS

Linus B. Taylor for
Authorized Signature

PO Box 309
Correspondence Address

LINUS B. Taylor AT:
Printed Name

Gilbert, SC 29054
City, State, Zip

CO-OWNER
Title

07/12/01
Date

(803) 238-9705
Telephone Number

(803) 892-4488
Fax Number

PO Box 309
Remittance Address

Gilbert, SC 29054
City, State, Zip

(803) 238-9705
Telephone Number

N/A
Toll-Free Number if available

571103521
Federal Tax ID Number

032 330 37 5
SC Sales and Use Tax Number

BID SUPPLEMENTAL FORM
OCONEE COUNTY PROCUREMENT OFFICE
415 S. PINE STREET, ROOM 107
WALHALLA, SOUTH CAROLINA 29691

DATE: 7-12-01 BID NO 01-03

The MTM Scale Service, LLC takes the following exceptions:
(Bidder)

NONE

SIGNATURE: Jim B. Taylor Jr.

OCONEE COUNTY COUNCIL
ORDINANCE 2001-

AN ORDINANCE TO REGULATE SOLICITATION ON
HIGHWAY RIGHT OF WAY AND MEDIANS

Section 1: Purpose:

1.1 The purpose of this ordinance is to prevent danger to persons and property, to prevent delays, and to avoid interference with the traffic flow. Intersections that have center medians often are designed to deal with specific traffic flow problems. Any delay or distractions may interfere with traffic planning. Persons standing near intersections and near traffic lights to contact drivers or passengers in vehicles that are passing or that are temporary stopped due to traffic lights, may interfere with said traffic planning.

Section 2: Scope:

2.1 This ordinance shall apply to all County, State and Federal roadways located within the unincorporated areas of Oconee County, South Carolina.

Section 3: Definition:

3.1 As used in this ordinance the following terms shall have the following meaning, unless the context indicates a different meaning is intended.

3.2 Center Median: Any area in the middle of any street, road or highway, designed to provide a barrier to keep traffic on one side of the street from going onto the other side of the street. A center median may be a raised concrete strip or a grass strip.

3.3 Highway: Any paved or gravel road that is maintained by any County, State or Federal Agency.

Section 4: Prohibitions:

4.1 No person shall stand or stay on any center median, for the purpose of soliciting contributions of any kind for an organization. No person shall stand or stay on the center median strip for the purpose of selling, offering for sale, or advertising any product, property, or service.

4.2 Center medians shall only be used by people on foot for one of the following purposes:

4.2.1 To deal with an emergency situation.

4.2.2 A pedestrian crossing a street or highway may remain on the center median until it is safe to proceed.

4.2.3 No person shall stand within the right of way on the side of any street, highway or road for the purposes of soliciting contributions of any kind for an organization. No person shall stand on the right of way, at the side of any street, road, or highway for the purpose of selling, offering to sell, or advertising any product, property or service.

Section 5: Severability:

The provisions of this ordinance are severable. If any provision or the application thereof to any person or circumstances is held to be invalid, such invalidity shall not affect the provisions or applications of this ordinance which shall be given effect without the invalid provision or application.

Section 6: Penalty:

Any person, firm or corporation violating any provisions of this ordinance shall be fined up to five hundred (\$500.00) dollars for each offense. Any person violating any provision of this ordinance may, in addition to a fine or in a lieu of a fine be imprisoned for not more than thirty (30) days.

Section 7: Time Effective:

This ordinance shall take effect upon the approval of County Council.

APPROVED on FIRST READING this _____ day of _____, 2001, by a vote of:

_____ YES

_____ NO

OPAL O. GREEN, CLERK

APPROVED on SECOND READING this _____ day of _____, 2001, by a vote of:

_____ YES

_____ NO

OPAL O. GREEN, CLERK

APPROVED on THIRD READING this _____ day of _____, 2001, by a
vote of:

_____ YES

_____ NO

ANN HUGHES
Supervisor-Chairman
Oconee County Council

Attest:

OPAL O. GREEN, CLERK



PENDLETON DISTRICT WORKFORCE INVESTMENT BOARD

Highway 76 • Post Office Box 587
Pendleton, South Carolina 29670

Serving Anderson, Oconee and Pickens Counties since 1963

May 8, 2001

Ms. Ann Hughes, Supervisor
Oconee County Council
415 South Pine Street
Walhalla, SC 29691

Dear Ms. Hughes:

The Pendleton District Workforce Investment Board was filed and certified by the Governor August 15, 2000. Since then several vacancies have occurred due to resignations. The following private sector appointments to the Board are requested:

Marge Putnam
Compact Air Products
PO Box 499
Westminster, SC 29693

~~**Sam Konduros**
Pine River Plastics, Inc
PO Box 534
Westminster, SC 29693~~

Mark Wallace
Kendall
PO Box 418
Seneca, SC 29679

James Cater
Oconee Nuclear Station
7803 Rochester Highway
Seneca, SC 29672

Russell Karpick (to replace Larry Smith)
Square D Company
1990 Sandifer Blvd
Seneca, SC 29678

It is the responsibility of the County Councils to appoint all members of the Workforce Investment Board. Please notify me in writing if the above individuals are approved and appointed. Thank you for your continued support of the Board's work. If you have any questions or need me to be present during the Council Meeting, please call me at 882-2412, Ext. 2464.

Sincerely,

Julia S. McIsaac
Director

CLEMSON

UNIVERSITY

August 6, 2001

Dr. Nancy C. Dunlap
Associate Director, School of Education
Clemson University
College of Health, Education and Human Development
102 Tillman Hall
Clemson, South Carolina 29634

Dear Nancy:

Thank you for all the work you have done and continue to do for Clemson University in your role as Associate Director of the School of Education. Your expertise in education policy and leadership has enriched the Clemson community. Because of your outstanding record in education policy, I am recommending you to Ann H. Hughes, supervisor-chair of the Oconee County Council, to serve as Clemson's representative on Oconee County's Education Task Force.

Oconee County is creating several task forces to assist in its planning efforts regarding economic development in the county. Ms. Hughes has asked me to recommend a Clemson representative with expertise in education trends and priorities in South Carolina to serve on the Education Task Force. One of the charges to the task force will be to make recommendations about how Oconee County's schools can better prepare students for admittance to four-year colleges and universities. As the Clemson representative, you will help shape the work of the task force's members regarding education policy in the state and trends in admissions standards at Clemson and other colleges and universities.

You are the best person to represent the University. Your work in the School of Education along with your previous experience at the South Carolina Department of Education, especially with K-12 standards and programs, will be helpful and insightful. I realize you may need to become more familiar with trends in Clemson's admissions policy. Robert Barkley, director of undergraduate admissions, is available to brief you on Clemson's admissions standards and trends. The task force will devote considerable attention to identifying reforms that will permit Oconee County's public schools to improve its curriculum so that more students will be prepared for admission and success at four-year colleges and universities.



PRESIDENT

101 Sikes Hall, Clemson, SC 29634-5302
Phone (803) 656-3410 FAX (803) 656-4670

New Business
Education Task Force
Dr. Nancy C. Dunlap
(Clemson Univ.)
Dr. Don Garrison
(Tri-Co. Tech.)

Dr. Nancy C. Dantap
August 6, 2001
Page Two

Nancy, your leadership in the School of Education along with your knowledge and experience in the educational policy community in South Carolina uniquely qualify you for this assignment. I am proud to recommend you to Ms. Hughes. I am certain you will serve Clemson and Oconee County well. Ms. Hughes will contact you about the task force's first meeting. Thank you for accepting this important public service responsibility.

Sincerely,



James P. Barker, FAIA
President

JFB/sjm

cc: Linda Gembrell
Robert Barkley
Dori Helms
Ann Hughes

ENGELHARD

ENGELHARD CORPORATION
CHEMICAL CATALYSTS GROUP
554 ENGELHARD DRIVE
GENEVA, SC 29678

August 2, 2001

Mrs. Ann Hughes
Oconee County Supervisor
415 South Pine Street
Walhalla, SC 29691

Phoned the Supervisor to request that the County Council also convene the appeals board in order they may appeal a Sewer Commission regarding mass limits for Engelhard

cc: Council

Dear Mrs. Hughes:

As you know, Engelhard has received a formal response to our request to the Oconee County Sewer Commission concerning mass limits only on our permit. We have evaluated our options and have decided not to pursue this matter any further at this time. However, we did want to communicate our disappointment in how the response was handled. Our issues with the response are as follows:

1. Mr. Winchester said that he was reluctant to set a precedent to accommodate a single discharger. This is the only reason we were given for denial. We said up front that if our additional discharge would be harmful to the facility then we would walk away, yet we were given no scientific basis for his refusal. We are not sure that the other commissioners even had a voice in the decision.
2. In researching some of the other local treatment plants, none of them treat all industries as equal. The approach for OCSC to treat all industries as equal in our opinion will hinder the growth of Oconee County's current industries and potentially limit the ability for any additional industrial growth.
3. We felt Mr. Winchester was not professional in handling our request. His responses were very slow. I made a verbal request through Mr. Edd Mize in May 2000. In October 2000, I had to write a letter to get Mr. Winchester to establish a meeting with us. Following that letter Mr. Cheatham and I met with Mr. Winchester and he suggested we meet with the Facilities Committee in December 2000 which we did. After meeting with the committee, we were told that the headworks calculations would need to be reviewed and we would be given a response when that exercise had been completed. In February 2001, we received our renewed permit from OCSC. In March 2001, a letter was written to Mr. Winchester, stating that we were in agreement with the permit as written; however, we still had the open issue concerning our request for mass limits. I then phoned Mr. Winchester on May 10, 2001 and asked them if he had had a chance to review the calculations or if he had a response to our request. He told me that if I had not received a letter by the end of the month to call him again. I called him again at the end of May 2001, and he again stated that a letter would be coming soon. On July 10, 2001, I wrote Mr. Winchester and copied you asking that we receive some time of update concerning our request. On July 16,

2001 we finally received a response. To us over 13 months to respond to a request is not realistic. It appeared that he was stalling in hopes that we would go away.

We are frustrated over the OCSC lack of consideration or test but feel we have proceeded as far as circumstances currently allow. If you require any additional information concerning these issues, please contact me at 885-1326.

Sincerely,



Sam Striegel
Refinery Supervisor

cc Ruel Cheatham

ENGELHARD CORPORATION
CHEMICAL CATALYSTS GROUP
554 ENGELHARD DRIVE
SENECA, SC 29678

July 10, 2001

Mr. Bob Winchester
Oconee County Sewer Commission
623 Return Church Road
Seneca, SC 29678

Dear Mr. Winchester:

We presented a request for additional biological discharges earlier this year. On May 28th, I wrote you a letter requesting a response on estimated completion date for review of the headworks calculations. This information is necessary in order for us to determine the feasibility of our request. I have since spoken with you twice, and was informed that you would be responding with a letter. As of today, we have not received any correspondence.

We are asking you to provide us with a scheduled completion date for the review of the headworks calculations or to respond to our additional biological discharge request. The additional biological discharge request continues to be extremely important to us, and we need your response to determine our future plans.

Please contact me at 885-1326 if you have any questions.

Sincerely,



Sam Striegel
Refinery Supervisor

cc: Ann Hughes, Oconee County Supervisor
Ruel Chestam

EMERGENCY MEDICAL SERVICES CONTRACT

BETWEEN

SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

AND

OCONEE COUNTY

The parties of this contract agree as follows:

A. SCOPE OF SERVICES:

The Contractor agrees to submit for approval a county application (DHEC form 1061) for grant in aid for the purpose of upgrading and/or expanding the Emergency Medical Services within the county. The Contractor will purchase the equipment and/or training programs based on the county application as approved by DHEC.

Mailing Address of Contractor: County Treasurer's Office
Oconee County
415 Pine Street
Wallhalla, SC 29691

Contractor FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN)

57-6000-391

B. TIME OF PERFORMANCE:

The contract shall be effective July 1, 2001, or when signed by all parties, whichever is later, and will terminate June 30, 2002.

C. COMPENSATION:

DHEC agrees to reimburse the Contractor an amount not to exceed 94.5 percent of the cost for approved equipment and training referred to on DHEC form 1061 for grant in aid. Basis for payment is actual expenditures for authorized purchases; however, in no event will the total amount to be reimbursed under this Contract exceed \$26,106.00.

Travel

Reimbursement to contractors for travel expenses will be made in accordance with regulations established for State employees travel and in accordance with guidelines established by DHEC. The maximum amount of the contract must include all travel expenses. Please see Section F., Term & Condition #12.

D. METHOD OF PAYMENT:

The Contractor shall provide DHEC a written reimbursement request which must include a compliance report as set forth in section E below. It must also include invoice(s) indicating that the equipment/training has been received/completed and the corresponding canceled check(s). An original, fully executed contract must be received by DHEC before any payments can be made. **ALL INVOICES FOR REIMBURSEMENT MUST BE SUBMITTED NO LATER THAN APRIL 30, 2002. INVOICES RECEIVED AFTER APRIL 30, 2002 WILL NOT BE ACCEPTED.**

E. COMPLIANCE REPORTS:

1. The Contractor shall submit a formal letter indicating that they have met all the terms of the contract regarding the implementation of the grant application as outlined in this contract. This should be done at the time of request for reimbursement.
2. A written statement, signed by the county government official verifying that state funds were not used to replace local county funds for EMS.
3. A statement from the authorizing county official that state or local purchasing requirements were followed in the purchase of the equipment.

F. TERMS AND CONDITIONS:

1. There will be no reimbursement for monies expended for equipment or training prior to the effective date of the contract. Additionally, there will be no reimbursement for monies obligated or expended for equipment until the application (DHEC form 1061) is submitted to and approved by DHEC.
2. Failure to comply with this contract and the provisions of the approved application (DHEC form 1061) may result in suspension or revocation of the approved grant-in-aid, as well as suspension or termination of all payments under this contract. Contractor will be responsible for repayment to DHEC of any funds provided for equipment or training found not to be in compliance with this contract and the provisions of the approved application (DHEC form 1061).
3. Contractor must agree to make positive efforts to use small and minority owned businesses and individuals. DHEC Form 128 is for use in providing this information.
4. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of DHEC.
5. Any change to this Contract is considered an amendment to the contract, which must be mutually agreed to and executed in the same manner as the contract.
6. Records with respect to all matters covered by this Contract shall be retained by the Contractor for 4 years after the end of the Contract period, and shall be available for audit and inspection for any time such audit is deemed necessary by DHEC. If audit has begun but is not completed at the end of the 4-year period, or

if audit findings have not been resolved at the end of the 4-year period, the records shall be retained until resolution of the audit findings.

7. Notwithstanding any other provision of the contract:
 - a. Subject to the provisions contained below, this Contract may be terminated by either party providing written notice of that intent to the Contractor thirty (30) days in advance.
 - b. Funds for this Contract are payable from State and/or Federal and/or other appropriations. In the event sufficient appropriations are not made to pay the charges under this Contract, it shall terminate without any further obligation by DHEC.
 - c. DHEC may terminate this Contract for cause, default or negligence on the part of the Contractor at any time without thirty days advance written notice.
8. The Contractor certifies that he/she is not an employee of a South Carolina State Agency.
9. No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to activities carried out under this contract on the grounds of race, age, health status, handicap, color, sex, religion or national origin. This includes the provision of language assistance services to individuals of limited English proficiency eligible for services provided by DHEC.
10. The Contractor agrees that neither the contractor, its employees nor agents are covered by any professional or tort liability insurance maintained by DHEC.
11. The Contractor certifies to DHEC that it will provide a drug-free workplace by:
 - a. publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
 - b. establishing a drug-free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the contractor's policy of maintaining a drug-free workplace;
 - (3) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) the penalties that may be imposed upon employees for drug violations;
 - c. making it a requirement that each employee to be engaged in the

- performance of the contract be given a copy of the statement required by item a.;
- d. notifying the employee in the statement required by item a., that as a condition of employment on the contract or grant, the employee will:
 - (1) abide by the terms of the statement and
 - (2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after the conviction;
 - e. notifying DHEC within 10 days after receiving notice under item d.(2) from an employee or otherwise receiving actual notice of the conviction;
 - f. imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee convicted, as required by Section 44-107-50 (SC Code of Laws); and
 - g. making a good faith effort to continue to maintain a drug-free workplace through implementation of items a., b., c., d., e. and f.
13. If the Contractor is to be paid for travel expenses including room and board incurred in connection with the services described in Scope of Work, such payment will be limited to reimbursement at the standard State rate in effect during the period of this agreement and will be included within the maximum amount of the contract.
13. Neither party shall be liable for any claims, demands, expenses, liabilities and losses (including reasonable attorney's fees) which may arise out of any acts or failures to act by the other party, its employee or agents, in connection with the performance of services pursuant to this contract.
14. The contract shall be construed and enforced in accordance with the laws of the State of South Carolina.
15. Contractor certifies that they have not been debarred or suspended under OMB Circular A-133 Compliance Supplement or otherwise from doing business with any governmental entity.
16. Contractors who expend any funds obtained from, or passed through DHEC, must provide quarterly compliance reports (Attachment A and B) outlining the status of the project, compliance with the scope of services and expenditures to the proper program area of DHEC. The Contractor is subject to site visits from DHEC in an effort to monitor compliance.

The parties to this contract hereby agree to any and all provisions of the contract as stipulated above.

AS TO DHEC:

BY: _____

TITLE: _____

DATE: _____

AS TO CONTRACTOR:

BY: _____

TITLE: Ann E. Hughes, Greene County Supervisor

DATE: August 21, 2001

CONTRACT NUMBER: _____

AIMS Planned P.O.# _____

Bidders	ONR Tower	Robin Industries Inc.	Tower and Summit Serv	Enter Const	Jervis Corp	Nationwide Tower Co Inc	SC Tel Con
Est Bid	205,185.00	218,945.00	235,099.43	296,000.00	201,769.00	227,186.00	120,000.00
Adj. Alternative A1	no - in scope cost	44,050.00	15,291.14	20,000.00	19,104.00	12,150.00	
Subtotal	205,185.00	264,995.00	250,390.57	316,000.00	220,873.00	239,336.00	
Performance Bond	7,000.00	7,000.00	7,000.00	7,000.00	7,000.00	7,000.00	
Grand Total	\$ 212,185.00	\$ 271,995.00	\$ 257,390.57	\$ 323,000.00	\$ 227,873.00	\$ 246,336.00	
Est Bid 1/1	no	yes	cost 600,000.00	yes	yes	yes	
Alternative 1	no	yes	yes	yes	yes	yes	
Alternative 2	no	no	yes	yes	yes	yes	
Delivery	120 days	77 days	120 days	105/110	144 days	120 days	
	Cost only provide \$100,000 per build plus \$100,000 fee of profit.						

BID NO. 01-02

(Use this number on envelopes and
all related correspondence.)

BID FORM
OCONEE COUNTY PROCUREMENT OFFICE
415 S. PINE ST., ROOM 10, WALHALLA, SC 29691

The GNR Tower Co. (Dan Cisson)
submits herewith our Bid in response to bid request number shown above, and in compliance with
the description(s) and/or specification(s) attached hereto for providing and installing a new 120
feet communications tower and antennas at the Oconee County Law Enforcement Center.

BASE BID

\$ 205,188 Tower

Add Alternate #1

\$ ~~0~~ NO ADDITION, no change

Add Alternate #2 - Performance Bond

\$ 7,000.00

The above stated bid is based on all applicable specifications, drawings, etc. associated with this
bid and the following additional Addenda issued subsequent to the basic specifications and/or
drawings.

NOTE TO BIDDER: List all Addenda with dates of any issued. If no additional Addenda is
issued, write the word "NONE"

Addendum Number Date

NONE
NONE

Bid shall include delivery to location stated on Bid Notice. Show any exception, deviation, extra
computation, or information on Bid Supplemental Form attached hereto.

Completion/Delivery Date ARO: 30 days Delivery to Completion

The undersigned, having fully familiarized himself with the information contained within this entire solicitation
and applicable documents, submits this bid and other applicable information to the County, which I verify to be

THE COUNTY OF OCONEE

AFFIDAVIT

INSTRUCTIONS: Each contractor submitting a bid must complete this form as an affidavit of non-collusion. This sworn statement will be considered part of the contractor's bid. Any bid submitted without this information will be incomplete.

PROJECT NAME: Bid 01-02, Communications Tower for Oconee County

BID DOCUMENTS
DATED: June 12, 2001

BID OPENING
DATE: July 19, 2001 at 2:00 p.m.

STATE OF: South Carolina

COUNTY OF: Oconee

Personally appeared before me Dan Cason
who being first duly sworn says that he is a member of the firm of GNR Tower Co
and further says that his firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submission of a bid on the above named project.

Dan Cason
GNR Tower
LEGAL SIGNATURE

Sworn to before me this 18th

Day of July, 2001

Dale L. Butts
Notary Public for South Carolina

Commission Expires 10/30/2006
DALE L. BUTTS

true and correct to the best of my knowledge. I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects, fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid. By submission of a signed bid, I certify, under penalties of perjury, that the below company complies with section 12-54-1020(B) of the SC Code of Laws 1976, as amended, relating to payment of any applicable taxes. I further certify that this bid is good for a period of sixty (60) days, unless otherwise stated.

George D. Cisson d/b/a - GNR Tower
Company name as registered with
the IRS


Authorized Signature

6762 Hancock Dr
Correspondence Address

DAN CISSON
Printed Name

Toccoa, GA 30577
City, State, Zip

OWNER
Title

7-16-2001
Date

706-886-7970
Telephone Number

Fax Number

6762 Hancock Dr
Remittance Address

Toccoa, GA 30577
City, State, Zip

706-886-7970
Telephone Number

Toll-Free Number if available

252 94 4724
Federal Tax ID Number

SC Sales and Use Tax Number

BID NO. 01-02

(Use this number on envelopes and
all related correspondence.)

BID FORM
OCONEE COUNTY PROCUREMENT OFFICE
415 S. PINE ST., ROOM 10, WALHALLA, SC 29691

The ROHN Construction, Inc.
submits herewith our Bid in response to bid request number shown above, and in compliance with
the description(s) and/or specification(s) attached hereto for providing and installing a new 190
feet communications tower and antennas at the Oconee County Law Enforcement Center.

BASE BID (190' - non-extendable) \$ 220,945.33 /
Add Alternate #1 (190' of 250') \$ 254,995.00
Add Alternate #2 - Performance Bond \$ 1,520.00 (base bid)
Add Alternate #2 - Performance Bond \$ 1,850.00 (add Alternate #1)

The above stated bid is based on all applicable specifications, drawings, etc. associated with this
bid and the following additional Addenda issued subsequent to the basic specifications and/or
drawings.

NOTE TO BIDDER List all Addenda with dates of any issued. If no additional Addenda is
issued, write the word "NONE".

Addendum Number	Date
<u>1</u>	<u>7/2/01</u>
<u> </u>	<u> </u>

Bid shall include delivery to location stated on Bid Notice. Show any exception, deviation, extra
computation, or information on Bid Supplemental Form attached hereto.

Completion/Delivery Date ARO: 77 working days

The undersigned, having fully familiarized himself with the information contained within this entire solicitation
and applicable documents, submits this bid and other applicable information to the County, which I verify to be

true and correct to the best of my knowledge. I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects, fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid. By submission of a signed bid, I certify, under penalties of perjury, that the below company complies with section 12-24-1020(B) of the SC Code of Laws 1976, as amended, relating to payment of any applicable taxes. I further certify that this bid is good for a period of sixty (60) days, unless otherwise stated.

ROHN Construction, Inc.
Company name as registered with
the IRS

6718 West Plank Road
Correspondence Address

Peoria, IL 61604
City, State, Zip

July 17, 2001
Date


Authorized Signature

Phil Haugens
Printed Name

Quotation Administrator
Title

309-697-4400, Ext. 5452
Telephone Number

309-633-2697
Fax Number

6718 West Plank Road
Remittance Address

Peoria, IL 61604
City, State, Zip

309-697-4400, Ext. 5452
Telephone Number

37-0864832
Federal Tax ID Number

N/A
Toll-Free Number if available

09903401-1
SC Sales and Use Tax Number

THE COUNTY OF OCONEE

AFFIDAVIT

INSTRUCTIONS: Each contractor submitting a bid must complete this form as an affidavit of non-collusion. This sworn statement will be considered part of the contractor's bid. Any bid submitted without this information will be incomplete.

PROJECT NAME: Bid 01-02, Communications Tower for Oconee County

BID DOCUMENT'S
DATED: June 12, 2001

BID OPENING
DATE: July 19, 2001 at 2:00 p.m.

STATE OF South Carolina

COUNTY OF Oconee

Personally appeared before me Phillip E. Haugens
who being first duly sworn says that he is a member of the firm of ROBN Construction, Inc.
and further says that his firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submission of a bid on the above named project.

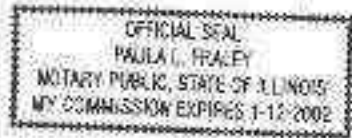
Phillip E. Haugens
Phillip E. Haugens
LEGAL SIGNATURE

Sworn to before me this 17th

Day of July, 2001

Notary Public for Paula L. Fraley

Commission Expires 1/12/2002



BID SUPPLEMENTAL FORM
OCONEE COUNTY PROCUREMENT OFFICE
415 S. PINE STREET, ROOM 10
WAHALLA, SOUTH CAROLINA 29691

DATE: July 17, 2001 / BID NO. 01-02

BID DUE DATE: July 19, 2001 - 2:00 PM

The ROHN Construction, Inc. takes the following exceptions/clarifications:
(Bidder)

ROHN Quotation No. XB-JH-1715A

ROHN File No. 47125/JH

1. Addendum 1 dated July 2, 2001 received.
2. 5% Bid Bond enclosed with ROHN's proposal.
3. ROHN's 20-year warranty is provided with the purchase of the tower together with installation of the foundations and tower.
4. ROHN's 190' tower material, which meets the customer's specifications, include:
 - a) necessary tower sections
(70' 6NST through 12NH for base bid)
(50' 6NST through 13NH for alternate 190' of 250' bid)
 - b) anchor bolts and templates
 - c) step bolts for climbing on one tower leg
 - d) furnishing antenna mounts for initial twenty-seven antennas
 - e) ROHN-Loc safety climbing device with full body harness
 - f) two 15-hole waveguide ladders with 4" spacing (see item 12)
 - g) three 18" horizontal waveguide bridges (24" wide)
 - h) one 8' lightning rod including extension (see item 14)
 - i) foundation design per submitted soil report
 - j) design documentation, state of South Carolina
5. Tower is designed on 35 MPH basic wind speed per ANSI/BIA-222-F with 1/2" radial steel to support the following antenna load:
 - One PD128 antenna stub mounted at the apex of the tower, having one 1-1/4" transmission line
 - One BA1312 antenna, one DB224 antenna, and one DB420 antenna mounted on three 6' side arms symmetrically around the tower at the 180' level, each antenna having one 1-1/4" transmission line (moved to 240' if tower extendable)
 - One MONR31 antenna mounted on a 3' side arm at the 170' level, having one 1-1/4" transmission line (moved to 230' if tower extendable)
 - One PD1150-7 antenna mounted on a 3' side arm at the 150' level, having one 5/8" transmission line (moved to 230' if tower extendable)
 - One DB224 antenna mounted on a 6' side arm at the 150' level, having one 1-1/4" transmission line (moved to 210' if tower extendable)

- One DB230 leg mounted antenna and one PD31121 antenna mounted on a 3' side arm at the 135' level, each antenna having one 1-1/4" transmission line
- One PD688S antenna, one PD1142 antenna, and one PD10108 antenna mounted on three 6' side arms symmetrically around the tower at the 120' level, having a total of two 5/8" and one 1-1/4" transmission lines
- Two BA1312 antennas and one DB432 antenna mounted on three 6' side arms symmetrically around the tower at the 100' level, having a total of two 1-1/4" and one 5/8" transmission lines
- Two DB436 antennas leg mounted at the 80' and 65' levels, each antenna having one 5/8" transmission line
- Two DB436 antennas leg mounted at the 50' level, each antenna having one 5/8" transmission line
- One DB432 antenna leg mounted at the 50' and 40' levels, each antenna having one 5/8" transmission line
- One 6' solid dish, 2 GHz, (azimuth 0 degree) leg mounted at the 50' level, having one 1-1/4" transmission line
- Three DH432 antennas leg mounted with 120 degree separation at the 30' level, each antenna having one 5/8" transmission line
- One BA6312 antenna mounted on a 3' side arm at the 25' level, having one 5/8" transmission line

6. Installation price includes:

- a) installing "drilled pier" foundation (see item 13)
- b) erection of the tower
- c) installing ROHN Loc safety climbing device
- d) furnishing and installing special grounding (see item 11)
- e) installing 8' lightning rod
- f) installing three 10' horizontal waveguide bridges
- g) installing antenna mounts for twenty-seven antennas
- h) installing two 15-hole waveguide ladders
- i) furnishing and installing fencing
- j) removal of existing tower and wooden pole
- k) remove existing sidewalk
- l) furnishing and installing bulkhead opening
- m) furnishing and installing twenty-seven antennas, lines, and snap-in hangers
- n) transportation charge to tower site.

7. Installation price is based on:

- a) Contractor using their normal erection procedures.
- b) Non-union, non-prevailing wages and non-winter working conditions.
- c) ROHN to pick up building permit with customer prepared documentation.
- d) Transportation charge to tower site.

8. Soil Report Requirement: In the event existing soil conditions are found to be other than as depicted per the submitted soil borings, ROHN may ask for an equitable adjustment to the quoted foundation price.

9. Underground Utilities: ROHN will contact "Jule" to mark the areas where underground utilities are known to exist and will excavate away from the marked areas. However, should underground utilities be encountered in the unmarked areas, ROHN cannot accept responsibility, repair and/or replacement expenses.

10. ROHN will provide design documentation which will be sealed by a registered engineer for the state of South Carolina along with supplying assembly drawings (not sealed) which will allow an experienced tower erector to assemble and erect the tower. Shop/fabrication drawings are proprietary and not part of this bid proposal.
11. Grounding has been included to meet customer's 30HM or less requirement.
12. ROHN will be providing 15-hole waveguide ladders as shown on ROHN drawing C901819 with one face 0' to 190' and one face 0' to 100'.
13. The "drilled pier" foundations were developed per the submitted soil report and the following soil parameters, which must be verified by the customer's geotechnical engineer:
 - a) Depth neglected for skin friction = top 5'
 - b) Average allowable skin shear:
 - 5' to 20' depth = 260 psf
 - 20' to 35' depth = 120 psf
 - 35' to 42' depth = 1000 psf
 - c) Allowable net end bearing at 42' = 4,000 ksf
 - d) Ground water table at 26' below ground
14. FAA/FCC may require the tower to have lights and/or paint if the overall height of the tower, antennas, and lightning rod meets or exceeds 200' above ground level.
15. Five prior construction projects:
 - a) Southern Line
Mike Young (404-817-3035)
 - b) City of Chesapeake, Virginia
Steve Snyder (757-382-8745)
 - c) Chesterfield County, Virginia
Bernie Cowardin - RCC Consultants (804-353-0300, ext. 113)
 - d) Santee Cooper
Dan Snider (843-761-8000, ext. 4625)
 - e) Pinzone Communications
Basil Pinzone (304-284-7615)
16. Proposed subcontractors:
 - a) Reliable Constructors (foundations - 100%)
22435 S.R. 46
Sorrento, FL 32776
 - b) Coastal Caisson Corporation (foundations - 100%)
12290 U.S. Highway 19 North
Clearwater, FL 33764

Coosue County Procurement Office

July 17, 2001

Page 4

- c) Vollman, Inc. (tower erection & site work - 100%);
5043 Bristol Industrial Way
Buford, GA 30510

SIGNATURE:



Phil Haugens, Question Administrator

BID NO. 01-02

(Use this number on envelopes and all related correspondence.)

BID FORM
OCONEE COUNTY PROCUREMENT OFFICE
415 S. PINE ST., ROOM 10, WALHALLA, SC 29691

The Tower and Communication Services, Inc.

submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for providing and installing a new 190-foot communications tower and antennas at the Oconee County Law Enforcement Center.

BASE BID	\$ <u>235,399.40</u>
Add Alternate #1	\$ <u>19,301.14</u>
Add Alternate #2 - Performance Bond	\$ <u>1,672.00</u>

The above stated bid is based on all applicable specifications, drawings, etc. associated with this bid and the following additional Addenda issued subsequent to the basic specifications and/or drawings:

NOTE TO BIDDER: List all Addenda with dates of any issued. If no additional Addenda is issued, write the word "NONE".

Addendum Number	Date
<u>1</u>	<u>7/2/01</u>
<u>2</u>	<u>7/9/01</u>

Bid shall include delivery to location stated on Bid Notice. Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Completion/Delivery Date ARO: 120 days after receipt of award.

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable documents, submits this bid and other applicable information to the County, which I verify to be

true and correct to the best of my knowledge. I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects, fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid. By submission of a signed bid, I certify, under penalties of perjury, that the below company complies with section 12-54-1020(B) of the SC Code of Laws 1976, as amended, relating to payment of any applicable taxes. I further certify that this bid is good for a period of sixty (60) days, unless otherwise stated.

Tower and Communication Services, Inc.
Company name as registered with
the IRS

2800 Hunters Ridge Drive
Correspondence Address

Florence, SC 29506
City, State, Zip

July 11, 2001
Date


Authorized Signature

John S. Hanna
Printed Name

President
Title

(843) 662-8936
Telephone Number

(843) 665-6539
Fax Number

2800 Hunters Ridge Drive
Remittance Address

Florence, SC 29506
City, State, Zip

(843) 662-8936
Telephone Number

57-0526674
Federal Tax ID Number

Toll-Free Number if available

N/A

SC Sales and Use Tax Number

THE COUNTY OF OCONEE

AFFIDAVIT

INSTRUCTIONS: Each contractor submitting a bid must complete this form as an affidavit of non-collusion. This sworn statement will be considered part of the contractor's bid. Any bid submitted without this information will be incomplete.

PROJECT NAME: Bid 01-02, Communications Tower for Oconee County

BID DOCUMENTS

DATED: June 12, 2001

BID OPENING

DATE: July 19, 2001 at 2:00 p.m.

STATE OF South Carolina

COUNTY OF Oconee

Personally appeared before me John S. Hamja who being first duly sworn says that he is a member of the firm of Tower and Communication Services, Inc. and further says that his firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submission of a bid on the above named project.

John S. Hamja
Alex A. Carter
LEGAL SIGNATURE

Sworn to before me this 12th

Day of July, 2001

Notary Public for S.C.

Commission Expires March 18, 2006

BID SUPPLEMENTAL FORM

OCCONEE COUNTY PROCUREMENT OFFICE

415 S. PINE STREET, ROOM 10

WALHALLA, SOUTH CAROLINA 29691

DATE: July 11, 2001

BID NO 01-02

The Tower and Communication Services, Inc. takes the following exceptions:
(Bidder)

SIGNATURE 

BID NO. 01-02

(Use this number on envelopes and
all related correspondence.)

BID FORM
OCONEE COUNTY PROCUREMENT OFFICE
415 S. PINE ST., ROOM 10, WALHALLA, SC 29691

The LAZER CONSTRUCTION COMPANY, INC.

submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for providing and installing a new 190 foot communications tower and antennas at the Oconee County Law Enforcement Center

BASE BID (Two Hundred Ninety Six Thousand Dollars and No Cents) \$ 296,000.00

Add Alternate #1 \$ 28,000.00

Add Alternate #2 - Performance Bond \$ 4,700.00

The above stated bid is based on all applicable specifications, drawings, etc. associated with this bid and the following additional Addenda issued subsequent to the basic specifications and/or drawings.

NOTE TO BIDDER: List all Addenda with dates of any issued. If no additional Addenda is issued, write the word "NONE".

Addendum Number	Date
<u>1</u>	<u>7/02/01</u>
<u>2</u>	<u>7/09/01</u>

Bid shall include delivery to location stated on Bid Notice. Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto

Completion/Delivery Date ARO: October 31, 2001

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable documents, submits this bid and other applicable information to the County, which I verify to be

true and correct to the best of my knowledge. I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects, fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid. By submission of a signed bid, I certify, under penalties of perjury, that the below company complies with section 12-54-1020(B) of the SC Code of Laws 1976, as amended, relating to payment of any applicable taxes. I further certify that this bid is good for a period of sixty (60) days, unless otherwise stated.

LAZER CONSTRUCTION CO., INC.
Company name as registered with
the IRS

P. O. Box 5103
Correspondence Address

Anderson, SC 29623
City, State, Zip

July 19, 2001
Date


Authorized Signature

K. M. Hicks
Printed Name

President/CEO
Title

864-226-3463
Telephone Number

864-224-2025
Fax Number

P. O. Box 5103
Remittance Address

Anderson, SC 29623
City, State, Zip

864-226-3463
Telephone Number

57-0680308
Federal Tax ID Number

N/A
Toll-Free Number if available

N/A
SC Sales and Use Tax Number

THE COUNTY OF OCONEE

AFFIDAVIT

INSTRUCTIONS: Each contractor submitting a bid must complete this form as an affidavit of non-collusion. This sworn statement will be considered part of the contractor's bid. Any bid submitted without this information will be incomplete.

PROJECT NAME: Bid 01-02, Communications Tower for Oconee County

BID DOCUMENTS

DATED: June 12, 2001

BID OPENING

DATE: July 19, 2001 at 2:00 p.m.

STATE OF South Carolina

COUNTY OF Oconee

Personally appeared before me K. M. Hicks
who being first duly sworn says that he is a member of the firm of Lazer Construction Co., Inc.
and further says that his firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submission of a bid on the above named project.



LEGAL SIGNATURE

Sworn to before me this 19th

Day of July, 2001

Claudia J. Carver
Notary Public for South Carolina

Commission Expires 11/20/2010

BID NO. 01-02

(Use this number on envelope and
all related correspondence.)

BID FORM
OCONEE COUNTY PROCUREMENT OFFICE
415 S. PINE ST., ROOM 10, WALHALLA, SC 29691

The Terren Corporation
submits herewith our Bid in response to bid request number shown above, and in compliance with
the description(s) and/or specification(s) attached hereto for providing and installing a new 190
foot communications tower and antennas at the Oconee County Law Enforcement Center.

BASE BID

\$ 324,704.00

Add Alternate #1

\$ 19,104.00

Add Alternate #2 - Performance Bond

\$ 15.00 per \$1,000

The above stated bid is based on all applicable specifications, drawings, etc. associated with this
bid and the following additional Addenda issued subsequent to the basic specifications and/or
drawings:

NOTE TO BIDDER: List all Addenda with dates of any issued. If no additional Addenda is
issued, write the word "NONE".

Addendum Number

Date

1

July 2, 2001

2

July 9, 2001


Bid shall include delivery to location stated on Bid Notice. Show any exception, deviation, extra
computation, or information on Bid Supplemental Form attached hereto.

Completion/Delivery Date ARO: 144 days

The undersigned, having fully familiarized himself with the information contained within this entire solicitation
and applicable documents, submits this bid and other applicable information to the County, which I verify to be:

true and correct to the best of my knowledge. I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects, fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid. By submission of a signed bid, I certify, under penalties of perjury, that the below company complies with section 13-54-1020(B) of the SC Code of Laws 1976, as amended, relating to payment of any applicable taxes. I further certify that this bid is good for a period of sixty (60) days, unless otherwise stated.

Jerren Corporation
Company name as registered with
the IRS


Authorized Signature

440 Knox Abbott Dr. Suite 210
Correspondence Address

Jayson Floyd
Printed Name

Dayce, SC 29033
City, State, Zip

Project Manager
Title

July 19, 2001
Date

(803) 926-3421 ext. 225
Telephone Number

(803) 936-9891
Fax Number

Post Office Box 8670
Remittance Address

Myrtle Beach, SC 29578
City, State, Zip

(843) 448-6140
Telephone Number

N/A
Toll-Free Number if available

57-0935184
Federal Tax ID Number

N/A
SC Sales and Use Tax Number

THE COUNTY OF OCONEE

AFFIDAVIT

INSTRUCTIONS: Each contractor submitting a bid must complete this form as an affidavit of non-collusion. This sworn statement will be considered part of the contractor's bid. Any bid submitted without this information will be incomplete.

PROJECT NAME: Bid 01-02, Communications Tower for Oconee County

BID DOCUMENTS
DATED: June 12, 2001

BID OPENING
DATE: July 19, 2001 at 2:00 p.m.

STATE OF South Carolina

COUNTY OF Oconee

Personally appeared before me Jayson Floyd
who being first duly sworn says that he is a member of the firm of Ferren Corporation
and further says that his firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submission of a bid on the above named project.

Jessica Michael
Jessica Michael
LEGAL SIGNATURE

Sworn to before me this 19th

Day of July, 20 01

Notary Public for South Carolina

Commission Expires My Commission Expires November 13, 2010

BID SUPPLEMENTAL FORM

OCCONEE COUNTY PROCUREMENT OFFICE

415 S. PINE STREET, ROOM 10

WALHALLA, SOUTH CAROLINA 29691

DATE: 7/19/01 BID NO. 01-02

The John Corporation
(Bidder) takes the following exceptions:

See the attached sheets for
the clarifications/exceptions.

SIGNATURE: [Signature]



P.O. Box 3309
West Columbia, SC 29171

List of Jerren Corporation Bid Clarifications
Bid No. 01-02 – Communications Tower, Oconee County, SC

- 1) See Tower Manufacturer's list for Clarifications concerning the tower structure.
- 2) Thirteen (13) of the seventeen (17) antennas to be placed on the temporary tower were unknown at the time of the quote. These antennas were assumed to be equivalent to DB436-1 in type and wind resistance. These antennas are to be placed, equally spaced, from the 50' to the 87' level AGL. The antennas will be reused from the existing tower with new lines for these antennas. These lines will be grounded at the top and bottom of each line.
- 3) All new antennas and lines are to be placed on the new tower. All hardware, antennas, lines, grounding kits, etc. will be furnished by Jerren Corporation.
- 4) Coordination from the County will be needed during "cutover" of the existing tower to the temporary tower and from the temporary tower back to the new tower.
- 5) The project will be completed no later than 144 days from receipt of the ARC from Oconee County. This assumes normal delivery time of the tower from the tower manufacturer (industry standard).
- 6) Grounding specifications require no more than 5 ohms of resistance for grounding. No ground resistance testing has been done on the site. Therefore, Jerren Corporation will install two (2) 4" diameter chemical grounding rods and additionally will install 10' long copper clad ground rods for every 10' of wire. If the resistance is higher than 5 ohms at that point, Oconee County and Jerren Corporation will decide upon a solution and additional compensation may be required.
- 7) The temporary monopole has been designed without guy wires. Therefore, no encroachment into the neighbors property will be required unless the assumptions made on antenna loading changes. Also, the tower will use a ballast system, so no foundation will be installed. The tower will use a ballast system to resist overturning-moments. Due to the nature of the industry and required wind speeds for Oconee County, the temporary tower manufacturer states that the wind loading for EIA/TIA will be met. In this case, the tower was designed for 70 mph winds, rather than the 50 mph winds as noted in Addendum #2, item #2 from Oconee County.

BID NO. 01-02

(Use this number on envelopes and all related correspondence.)

**BID FORM
OCONEE COUNTY PROCUREMENT OFFICE
415 S. PINE ST., ROOM 10, WALHALLA, SC 29691**

The Nationwide Tower Co. Inc.
submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for providing and installing a new 190 feet communications tower and antennas at the Oconee County Law Enforcement Center.

BASE BID \$ 237,165.00
Add Alternate #1 \$ 72,350.00
Add Alternate #2 - Performance Bond \$ 3500.00

The above stated bid is based on all applicable specifications, drawings, etc. associated with this bid and the following additional Addenda issued subsequent to the basic specifications and/or drawings.

NOTE TO BIDDER: List all Addenda with dates of any issued. If no additional Addenda is issued, write the word "NONE".

Addendum Number	Date
<u>1</u>	<u>7-16</u>
<u>2</u>	<u>7-16</u>

Bid shall include delivery to location stated on Bid Notice. Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Completion/Delivery Date ARO: 120 DAYS

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable documents, submits this bid and other applicable information to the County, which I verify to be

THE COUNTY OF OCONEE

AFFIDAVIT

INSTRUCTIONS: Each contractor submitting a bid must complete this form as an affidavit of non-collusion. This sworn statement will be considered part of the contractor's bid. Any bid submitted without this information will be incomplete.

PROJECT NAME: Bid 01-02, Communications Tower for Oconee County

BID DOCUMENTS

DATED: June 12, 2001

BID OPENING

DATE: July 19, 2001 at 2:00 p.m.

STATE OF South Carolina

COUNTY OF Oconee

Personally appeared before me Kevin Rott who being first duly sworn says that he is a member of the firm of Nationwide Tower Co. Inc. and further says that his firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submission of a bid on the above named project.

K Rott
VP sales
LEGAL SIGNATURE

Sworn to before me this 18

Day of July, 20 01

Samuel L. New NOTARY PUBLIC

Notary Public for HENDERSON COUNTY, Ky.

Commission Expires 19 - FEBRUARY, 2002

BID SUPPLEMENTAL FORM

OCONEE COUNTY PROCUREMENT OFFICE

415 S. PINE STREET, ROOM 10

WALHALLA, SOUTH CAROLINA 29691

DATE: 7-18-01 BID NO 01-02

The Nationwide Tower Co. Inc. takes the following exceptions
(Bidder)

- ① Tower Base spread $18' \times 8\frac{3}{8}''$
- ② Tower area will be $23.6' \times 21'$

SIGNATURE

VP Sales

true and correct to the best of my knowledge. I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects, fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid. By submission of a signed bid, I certify, under penalties of perjury, that the below company complies with section 12-54-1020(B) of the SC Code of Laws 1976, as amended, relating to payment of any applicable taxes. I further certify that this bid is good for a period of sixty (60) days, unless otherwise stated.

Nationwide Tower Co. Inc.

Company name as registered with
the IRS

414 N. Ingram

Correspondence Address

Henderson Ky 42420

City, State, Zip

7-18-01

Date

K R

Authorized Signature

Kevin Roth

Printed Name

VP Sales

Title

270-869-8000 ext 224

Telephone Number

270-869-1074

Fax Number

same

Remittance Address

same

City, State, Zip

270-869-8000

Telephone Number

61-1138886

Federal Tax ID Number

n/a

Toll-Free Number if available

See attached certificate

SC Sales and Use Tax Number

SCT

SOUTH CAROLINA TEL-CON

P. O. Box 27131
Greenville, South Carolina 29618
Phone (864) 322-5743
Fax (864) 292-0817

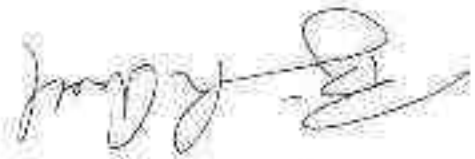
3/17/01

To: Marianne Dillard
Deonce County Procurement Office
415 Pine Street Room 10
Walkalla, S.C. 29691
From: Benjamin R. Amell
S.C. Tel-con

RE: Bid # 01-02

Dear Marianne:
After considerable consideration and research, we are declining the invitation to bid this particular project for the lower renovation at the Law Enforcement Center. Our bid price is over the amount of our contractor's license amount limit. Hopefully, this will not discourage you from contacting us for future projects. Sorry for the inconvenience.

Sincerely,
Benjamin R. Amell





GNR TOWER

Box 433 • Toccoa, CA 30577 • ⁷⁰⁶ ~~706~~ 886-7970 Early/Late *of FAX*

DAN CISSON

Tower Erections • Antennas • Tower Maintenance • Broadcast

Mrs. Marianne Dilard
Orange County Procurement Director
415 S. Pine St.
Waballa, S.C. 29691

Mrs. Dilard,

In lieu of a performance bond on the 190ft. tower project, (Bid #) 02), I can and will do the job to perfection if offered.

All this is due to financial constraints of being a small business, sole ownership.

Regards,


Dan Cisson
GNR Tower